

THE Hongkong Weekly Press

AND

China Overland Trade Report.

VOL. LXVI.]

HONGKONG, MONDAY, 5TH AUGUST, 1907.

No. 5

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MARRIAGE.

On June 6th, at St. Pauls' Church, Bedminster, Bristol, by the Rev. Canon Griffiths, assisted by the Rev. H. C. Deuring of Long Ashton and the Rev. C. A. Mayall, ROBERT DONALD, second son of Mr. H. R. HARVEY of The Woodlands, Bower Ashton, to ETHEL HALL, eldest daughter of Mr. and Mrs. W. E. GARDNER of Granby House, Bedminster, Bristol.

DEATH.

Died at Sea, WILLIAM RAMSAY, Supdt. Engineer, China Navigation Co., Ltd., Hongkong. By telegram from Suez.

Hongkong Weekly Press.

HONGKONG OFFICE: 10A, DES VŒUX ROAD CL.

LONDON OFFICE: 131, FLEET STREET, E.C.

ARRIVAL OF MAILS.

The German Mail of July 2nd arrived, per the s.s. *Prinz Regent Luitpold*, on Tuesday, the 30th instant; and the French Mail of July 5th arrived, per the s.s. *Polynesian*, to-day.

FAR EASTERN NEWS.

A tender for erecting a new Land Office at Taipo has been accepted, and work will soon be started. The new building is to be erected on the site of the old administration building near the Police Station.

Out of 602 deaths registered in the Colony during June, 147 were due to chest affection, 44 to bowel complaints, 114 to fevers (54 being plague), 38 to marasmus and atrophy, 26 to infantile convulsive diseases, and 233 to "other causes."

A foreign company desiring to furnish electric light to other parts of Peking, outside the Foreign Legation area, has found its scheme opposed by the Yao Hua Electric Light Co., a Chinese concern, the Directors of which have asked the Waiwupu and Nankungshangpu's assistance in the matter. To a dispatch on the subject from the Waiwupu the doyen of the Diplomatic Corps has replied that the Home Governments must first be communicated with before he can give any definite answer.

At the meeting of the Legislative Council held yesterday afternoon, the report of the assessment of the Colony for the year 1907-1908 was laid on the table. It showed a decrease in the valuation of property in the Colony of Hongkong of \$275,935, or 2.52 per cent. The decrease in the City of Victoria is \$315,390 while Kowloon Point, Yau-mati, Hung-hom, Monkoktsui and the Kowloon villages show an increase of \$9,898. The report further states that the number of reported vacant tenements in the City of Victoria inspected under section 35 of the Rating Ordinance averaged about 218 monthly, against 220 last year.

Last week a gig belonging to the Chinese revenue cruiser "Likin" was capsized in Mirs Bay, and two of her crew were drowned. The gig, which was in charge of the captain of the cruiser, and had a crew of five aboard, got caught in a heavy surf, but all succeeded in getting ashore with the exception of two Chinese seamen. The captain, but for the prompt action of Messrs. Criss and Miller, would in all probability have gone down as he got entangled in the ropes and awnings of the gig. These gentlemen, however, seeing his condition, swam to his assistance, landed him, and by the application of first aid resuscitated him.

The following statement shows the death-rate in the different Registration Districts during the month ending 30th June 1907: British and Foreign Community (Civil Population) 21.0 per 1,000 per annum; Chinese Community, — Victoria District—Land population, 229, Boat population 13.0; Kowloon District, Land population, 272; Boat population Nil; Shau-kiwan district, Land population 281; Boat population, 22.6; Aberdeen district, Land population, 9.8, Boat population, 17.1; Stanley district, Land population, 18.8, Boat population, Nil. The whole Colony, Land population, 241, Boat population, 14.8, Land and Boat population, 22.7, British, Foreign and Chinese Community, excluding Army and Navy, 22.1.

The report of the Directors of the Russo-Chinese Bank said:—The Board of Directors herewith submit to the shareholders the balance sheet and profit and loss account of the Bank for the year 1906. The total profit for the year, deducting all expenses as well as interest due and after reserving for doubtful debts, amounts to Rbl. 3,585,102. The Board of Directors propose to pay a dividend of 9.066 per cent. and to transfer Rbl. 306,655 to the ordinary Reserve Funds; Rbl. 791,403.35 to pension, amortization, remuneration and other funds, leaving a surplus of Rbl. 441,138.30 of which the Board proposes to apply Rbl. 40,000 to the extraordinary reserve, and to carry forward the balance, Rbl. 41,438.30, to the year 1907.

A French company which manufactures Portland Cement at Haiphong, in Tonkin, has got on so well that it now finds itself in a position to export the article to China, Siam, the Philippines, Japan, and Siberia. But its chances of earning profit there against formidable trade rivals in the field are small, owing to cement being burdened with an export duty of two per cent. in Indo-China. The Minister for the Colonies has been asked to remit the duty to enable the Company to make head in foreign market.

A clever capture was effected by the West Point Police on July 31st. The steamer *Sezla* brought up from Java a cargo of sugar consigned to Messrs. Jardine, Matheson and Co. and three Chinese owners, but the portion consigned to the first-named was landed in a godown at West Point without the knowledge of the Company. However the police had their suspicions and arrested the cargo boatman, the tallyman and two others, at the same time recovering the property before Messrs. Jardine, Matheson and Company were aware that it had been stolen. Its value was \$5,500.

Returns of the average amount of bank notes in circulation and of specie in reserve in Hongkong during the month ended 31st July, 1907, as certified by the managers of the respective banks, are as under:—

Banks.	Average Amount.	Specie in Reserve.
Chartered Bank of India, Australia and China	3,156,435	2,300,000
Hongkong and Shanghai Banking Corporation	16,311,765	11,000,000
National Bank of China, Limited,	235,300	125,000
Total,	\$19,635,000	\$13,425,000

When the coolie ship *Delopols* left Durban she had on board some 1000 Chinese of different clans who had earned more money in the South African mines in a few years than they might have saved in a lifetime in China. To while away the dreary days of the passage home these men turned to their national pastime—gambling, and strange to say the losers did not bear their losses with the equanimity generally associated with the Chinese gambler. The majority of the Chinese on board were northerners, there being only a small number of Cantonese. As it happened, luck in the game of chance went against the men from the north, and they promptly accused the Cantonese of cheating. The accusation, naturally, was resented, the upshot being a serious faction fight in which three coolies were killed and many injured. The Cantonese began the attack, a northerner being heavily thrown to the deck and seriously injured. Then, to the consternation of the officers of the ship, who were attracted on deck by the noise a mass of northern men charged the Cantonese, a number on both sides being armed with knives. There was soon a fracas on board such as has not probably been witnessed since the old pirate days, and the desperate Chinese could only be dispersed when they found that the ship's officers, who covered them with revolvers, meant business. The wounded were then cared for by the doctor on board, and the ship arrived here on schedule time, a sharp lookout being kept for the remainder of the voyage to prevent further disturbances. The affair was reported to the Harbour Authorities at Hongkong.

M^r. GARNETT'S JOURNEY.

(Daily Press, 27th July)

Very seldom are Parliamentary papers more interesting than a report presented to both Houses in June last, of a journey through Shantung and Kiangsu. The narrator is Mr. W. J. GARNETT, Third Secretary to the British Legation in Peking. He was accompanied by Mr. BRENNAN, a student interpreter. The land journey was made in September-October last year, from Chefoo and Weihai, along the coast to Tsingtau, rail inland to Chinanfu, and south to the Grand Canal at Chiningchow, through Kiangsu to Chinkiang, and thence to Soochow and Shanghai. At Chefoo he inspected an undertaking of which we have hitherto heard very little—Baron BABO's wine-making establishment. He writes:

Some ten years ago a wealthy Chinaman at the Straits Settlements conceived the idea of cultivating the grape in China for the purpose of an extensive wine trade, and he secured the services of an Austrian expert, Baron von Babo, for this purpose. Land was bought on the slopes of the hills behind Chefoo, and many acres planted with vines from every wine-producing country. More land is still frequently acquired in the valley behind and planted in the same way, but the price of land has now gone up considerably. Both black and white grapes are grown. Phylloxera has attacked them from time to time, but never to any disastrous extent. The grapes are brought in to the establishment in the town, and there the wine is made and stored in special casks capable (the largest) of holding as much as 15,000 litres (18,000 bottles of wine). These casks were constructed in Austria in sections, and so shipped to Chefoo, where they were put together in the cellars. These cellars, begun four years ago, took two years to complete, and are built below the level of the sea; they are lined with concrete, as it was found that otherwise they were being constantly flooded. They are extensive, and already hold a great number of casks full of wine, the name and year of the latter being inscribed outside every cask. Though it is ten years since this work began, no wine is to be put on the market for another two years. This market is to be the Chia coast. Baron von Babo would not say what price the wine was to be sold at, but, considering that the capital will have been looked up for twelve years, the sale price will doubtless not be a low one. I tasted several kinds of wine, both red and white, and found them excellent.

Crossing the promontory southwards from Weihai, he noticed that a good deal of opium was being smoked, and made enquiries as to the probable effect of the recent Edicts. The reply was that these would be ineffective, the reason given being that the high officials were opium smokers. He was told that the Edict would probably be as little regarded as that relating to the women squeezing their feet. The natural feet Edict was placarded at the Yamen, but the public said: "When the Mandarin's wife and daughters cease to bind their feet, we will follow their example." Except when nearing Tsingtau, roads in the German leased territory were as bad as on Chinese soil, and even there were not to be compared with the British Weihai thoroughfares. One good feature, however, was the provision of trustworthy finger posts, and tablets giving the name of each village passed through. Mr. GARNETT's experience was like Dr. MORRISON's. There was no apparent animosity to foreigners, and even the highway robbers let foreigners pass unmolested. The traveller has to suffer a good deal of inconvenience from the usual friendly curiosity of the natives. He has the status of a circus procession everywhere. Many of our readers know what Chinese inns are, but for the sake of those who don't, we quote:

Nearly every village possesses an inn, and the only difference between these inns is the varying amount of discomfort the traveller has to endure, for none are good. We found that the inns in Eastern Shantung were distinctly inferior to those in the central portion of the province. The best room of a Chinese inn consists of four walls, a thatched roof, and a door (though this latter is not essential). Inside the room the floor is of mud and very far from being level, and there is the "kang," or Chinese bed-place, on which camp-beds can be erected. Chairs and a rickety table can frequently be obtained, though the innkeeper may have to borrow them from his neighbour. There are always windows covered with filthy paper broken away in a thousand places, but rarely is glass to be met with, except, perhaps, in a large town inn. The walls are usually of mud bricks, sometimes partially covered with paper as filthy as that which acts as windows, and usually bearing a few red-paper Chinese characters expressing "Happiness" and similar good wishes, or bearing a quotation from the classics. In many cases the walls do not all touch the ceiling, or else several bricks have been removed from various parts of the wall, and the rooms are in consequence always open to the air somewhere. It is perhaps, needless to say that the dirt of the rooms is usually very horrible, and there is plenty of vermin. The door, which, as a rule, has the wherewithal to close it with in the shape of a huge wooden bolt, frequently ends a foot from the ground, and in consequence the traveller may find in the morning that he has had visitors during the night in the shape of cats, dogs, chickens, and even pigs! As a matter of fact, when the inn-room is really too bad for use the traveller can usually obtain a night's lodging from some other house in the village. The question of payment is always a difficult one. The innkeeper never likes to tell the guest the price, as he is terrified of naming a sum smaller than the guest would perhaps pay if left to himself to decide; but the right prices seems to be about 20 cents (4d.) for a night's lodging, if the travellers consume a fair number of eggs and have a fire lighted for boiling their water. This price, of course, excludes payment for the mules and drivers, and is merely personal. Eggs and chickens can nearly always be obtained in the villages, also Chinese bread, which is by no means bad when the outer coating has been pulled off. In the larger villages it is possible to obtain the Chinese equivalent for a table d'hôte dinner, which consists of four or five little Chinese dishes, which are quite pleasant if one cares for Chinese food. The guest-room of a Chinese inn always opens on to the yard, in which the various mules and other animals stand; and in hot weather this is very unpleasant, and at night the noise of the muleteers and of the mules jingling their bells and neighing is very disagreeable; but there is no way out of this difficulty. In every walled town or village, where the town gates are closed soon after sunset, the inns are to be found outside the walls on purpose, for the sake of belated travellers.

Mr. GARNETT gives an excellent account of the various vehicles available—the account, not the vehicles, being excellent, and he praises the climate of Shantung. Like all recent travellers, he noticed the omnipresence of things Japanese. Shantung is infested with missionaries of all sects, but that is not Mr. GARNETT's word. "After a short but careful study of the question," he says, he has no doubt of the extreme usefulness of their work, meaning, not "evangelization, as it is called," but the work of educating the people. He admires them as schoolmasters, and this we can also do; but it would be better all round were their teaching unsectarian. The "passive resisters" at home who have made such a fuss about payment of education rates might consider afresh their subscriptions to foreign missions, but probably they do not mind sectarianism so long as it is the right kind. A longer and more careful study of the subject may convince Mr. GARNETT that he has perhaps not said all there is to say. His contri-

bution to the discussion is almost as irritatingly inadequate as the replies mentioned in the following quotation:

The natives in China are extremely irritating when one asks the way of them. To-day the following conversation ensued, which ended in the usual unsatisfactory manner. We asked a native, "Is this the way to Tsouhsien?" He replied, "Are you going to Tsouhsien?" We replied, "Yes; is this the way?" He answered, "Oh, you are going to Tsouhsien, are you? Where do you come from?" We replied, "From Chiningchow; please is this the way to Tsouhsien?" He answered, "Oh you've come from Chiningchow, have you? Are you going into the city walls of Tsouhsien?" Finally the native says he doesn't know the way to Tsouhsien and a quarter of an hour has been wasted. I experienced another instance of native stupidity last March in the mountains some 80 miles from Peking. I asked an ancient villager at the entrance to his village what the name of it was. After many questions and replies as to who I was, where I had come from, where I was going to, and why I wanted an inn, I repeated the original question as to the name of the village, when he replied, "How should I know? I am not a learned man."

THE NEW GOVERNOR.

(Daily Press, 29th July.)

Our voice is cheerfully joined in the chorus of welcome. Welcome, Sir FREDERICK, welcome, Lady LUGARD. The journalist is being hard put to it to find nice things to say, that shall be less trite than usual, and yet not impertinent; and the hardship is certainly not caused by any lack of sincerity. It is safe to say that a high appreciation of their merits came before the gubernatorial pair, and it might be embarrassing to state in so public a manner how favourably the popular impression was confirmed, by the appearance of Sir FREDERICK and Lady LUGARD in our midst yesterday. Long ago a reputed wise man, inordinately fond of his tub, received a visit and the offer of a favour by one of the great ones of earth. He named the boon he would prefer, that his exalted visitor should cease to intercept his share of sunshine. That speech of DIOGENES to ALEXANDER has often been used to point a moral; but probably never without suggesting to the mind of the student that he was a curmudgeon, and less wise than reputed. Yesterday, there was nothing of the curmudgeon about the Hongkong populace. It perhaps gets more sunshine than did DIOGENES; it certainly preserves an unimpaired respect for such dignitaries as come its way. And here were undoubtedly two people entitled to dignity, to respect. Without losing an atom of her feminine charm, Lady LUGARD has shown enterprise and achievement that many a man may envy, while her husband, the new Governor, has distinguished himself even among the more distinguished of his generation. "There are some men who have no individuality, just as there are some men who have no face. These are to be described by generals, not particulars. They are thin, rapid, inconclusive. They are important solely on account of their numbers. For them the census enumerator labours; they form majorities; they crowd voting booths. They are valuable when well officered—plastic matter to be shaped by a workman's hand; and they are built with as bricks are built with. In the aggregate, they form public opinion." To know how to deal with such men—to know how to use them—is the work of men like his Excellency, who has come to us from a sterner milieu, who has "found himself," in Kipling's sense of the phrase, in the imminent deadly breach. He claims our respect by no mere accident

of birth, by no royal favour, but by personality, individuality, force of character, or whatever name we apply to that highest endowment of the gods which stamps his caste, if all men, and journalists, have not lied. His record promises that he will be no drafter. This island is no Prospero's isle, to be experimented with as GONSALVO would have done.

"Had I the plantation of this isle, my lord, I the commonwealth I would by contraries Execute all things, for no kind of traffic Would I admit; no name of magistrate; Letters should not be known; riches, poverty,

And use of service none; contract, succession,

Bourne, bound of land, tilth, till, vineyard

None;

No use of metal coin, or wine, or oil;

No occupation—all men idle—all!

And women too, but innocent and pure;

No sovereignty;

All things in common nature should

Without sweat or endurance, treason,

Sword, pike, knife, gun, or need of any

Would I not have; but nature would bring

Of its own kind all foison, all abundance,

To feed my innocent people.

I would with such perfection govern, sir,

To excel the golden age."

As a military man, His Excellency will certainly devote some attention to sword, pike, and the rest of it; but his modest speeches in London, as reported by us, show that he clearly recognises our *raison d'être* to be a commercial one; we, and he, can afford to ignore "no kind of traffic." As to use of metal coin, our columns have lately borne ample witness to the nature of the most urgent problem to which we trust Sir FREDERICK LUGARD may be able to bring some originality of mind. We look to him to see that officialdom at least will not be of "no occupation," and so save us from the fads for which insufficient occupation has perhaps been largely responsible in the past. There is a great deal that requires strong handling, and we welcome the new Governor because he is introduced to us as a strong man.

BRAIN STORMS.

(Daily Press, July 30th.)

There are two ways of looking at it. Either the lawyers of Hongkong are not up-to-date, or they have sufficient commonsense to avoid importing into local legal proceedings the absurdities of ultra-modern humbug. The second view is the one we adopt. We are alluding to murder trials, and the special defence of a special type of insanity with which the forensic genius of America has familiarized us. Some time ago we reported a Singapore murder case, in which a soldier fatally stabbed a comrade in barracks and wounded another. A recent issue of the *Straits Times* informs us that the trial of the murderer was still proceeding on July 18th, and that the best part of two days was devoted to "expert" discussion of the theory of "brain storms." In addition to its important bearing on the maintenance of law, order, and public safety, the discussion has some interest for people resident in the tropics, as illustrating the risks we are all supposed to run. The advocate for the defence at Singapore, who introduced medical witnesses to explain to the jury the frequency and peculiarities of "brain storms," said something, in the course of a technical objection, to the effect that the proceedings were degenerating into a Gilbertian farce. The Judge said:

"Don't talk nonsense." That was not the correct retort to make. In our opinion, his Lordship should have admitted the impeachment, and informed the orator that it was he (the counsel for the defence) who was doing it. When the defence suggested that "complete absence of motive for a crime might be prima facie evidence of lunacy," his Lordship very properly remarked that if that were so, society would not be safe. We wish to go further, and to say here that if this wave of sentimentalism is not dammed,—if the "brain storm" idea as patented in America for the benefit of a millionaire murderer is to be incorporated into British law,—society will be still further from safety; and we may have to revert to the early conditions of the vendetta in order to discourage homicide. It is marvellous how complacently men can cite insanity to account for unpleasant features of life. We are all potential murderers: civilization has not eradicated the instinct, the impulse to slay, which inevitably follows certain natural emotions common to us all. It has, however, given us all a lively consciousness of the conditions in which we associate with our fellows, the terms upon which we are allowed to enjoy the benefits of such association. The communal contract is that we agree not to molest in order that we may go unmolested: the Mosaic law was not so much a supernatural revelation and command as a natural, fundamental principle of co-operation. The inevitable consequences of breach by any unit, long inculcated, alone made unity possible. Now there are people who for various reasons would have us abandon that safeguard. It is a pity they cannot be introduced to a community where their sentiments prevail; in such case, the race of sentimentalists would soon become extinct.

It may be noted that the Singapore discussion was quite as irritating as the farce of the Thaw trial. Several times the platitudinous cynicism that all men are mad was expressed in varying phrase, and Dr. W. G. ELLIS, the medical superintendent of the Singapore Lunatic Asylum, clinched the whole matter by saying, under cross-examination: "I would pronounce no man to be sane." This was received with laughter. Exactly. It is a popular joke, and we are in danger of overlooking the mischief of perpetuating error in fun. Not Dr. ELLIS, not the Judge, not one of the lawyers, nor one of the jury, would seriously admit any doubt of his own sanity, although he does not mind doing so by way of a joke. If when serious we all claim to be sane, what do we mean by sanity? The definition does not involve the sort of opinions or beliefs we severally hold, or the more earnest and enthusiastic of us would be busy trying to secure the incarceration of those who differ from us. By sanity we probably mean capacity for self control, and the plea of insanity should be rigorously confined to the cases of those manifestly unable to control their passions. The only peculiarity to be noted in the case of the Singapore soldier was that the pupils of his eyes reacted somewhat sluggishly. Otherwise, the doctors could find no "indications" of insanity. A man of previous good character, he had run "amok," without any apparent motive—therefore, the assumption was, he must be insane. The same loose assumption is popular in the case of suicides. Because somebody does some extraordinary thing for which we ourselves have no present inclination, the poor fellow must be insane. In the tropics, according to the Singapore experts, we are liable to "brain storms." The sun does it; sometimes alcohol

helps. People with a certain shape of head [brachycephalic?] were not strong minded; they were more liable to brain storms. One of the experts is reported to have testified as follows:

The headache, sleeplessness and stolid condition were departures from the normal, also the deep sleep, or unconsciousness, of the night, followed by a disappearance of the headache in the morning. This would show he had passed through a brain storm. A sane person, he said, after seven years of soldiering, would have used his weapons in a different way to that of the accused. Then again, prisoner did not stay to further attack the man lying at his mercy, but ran after the other. It was the same impulse for rapid movement as they found in all cases of amok. The absence of motive for crime strengthened the hands of the profession in the belief that the criminal was insane. He submitted the man's unconsciousness was particularly deep and past the stage of alcoholism.

To have a headache which disturbs repose, and afterwards to drop into a profound slumber, from which we awake feeling somewhat stupid—that seems a common enough experience. If we then go out in a bad temper—a by no means rare phenomenon known for generations as "getting out of the wrong side of the bed"—and hit a policeman, we have only to allege a passing "brain storm" to be absolved of blame. How convenient for persons with uncontrolled tempers; and how inconvenient for the rest! We are not denying the existence of "brain storms." Every violent emotion may be so described. The man dressing to catch the Peak Tram, who cannot find a shirt with a button on it, and who swears at the "boy," may be said to have gone through a brain storm. What we say is that it should not be a sufficient excuse for him if he murders the "boy."

TIBET.

(Daily Press, 31st July.)

As is Japan in Korea, so is China in Tibet. With some slight modifications, this assertion is warrantable. The chief qualification of it would be that China has done less than Japan in the interests of her suzerainty—China has, so to speak, had greatness thrust upon her, while Japan has deserved it. The relations in both cases are far from dissimilar. The Tibetans have no more affection for the Chinese than the Koreans have for the Japanese; but they have no Hulberts among them to warn the world of the threatened extinction of a sovereign people, and to protest in the holy name of Liberty. Little as China has ever done to earn the overlordship she claims, which claims, from our point of view, were too respectfully regarded by Great Britain during the events leading up to the Convention of 1904, we are informed that there is a section of Chinese officialdom which regards Tibet as a white elephant. Probably because they get nothing out of such a far away dependency, they begrudge the comparatively small allocations made from time to time by the Chinese Government, and their idea—openly memorialized—is to sell China's interest in Tibet to the Indian Government. At present this un-imperial attitude cannot be said to have made any headway. The Chinese garrison in Tibet, as already reported, is being strengthened. Arrangements are being made to give military training to young Tibetans—another nightmare for the yellow peril folk; and three million taels per annum are set aside for the purpose of "colonising" Tibet with Chinese farmers. These settlers are to be conveyed at Government expense, and a few have already gone, and it is understood that while they are undergoing

the hardships of establishing themselves in new surroundings, they are to be assisted by subsidies from the fund referred to. It is quite possible that this unusual interest and apparent earnestness of effort was connected with Peking's wish to send Viceroy SHUM to the border provinces. Next year it is expected that the indemnity to Great Britain will have been discharged, and the British occupation have come to an end, and Peking has perhaps been considering subsequent responsibilities and possibilities. At present its efforts have not been welcomed any more cheerfully than have Japanese efforts in Korea. In fact, the comparison gives the Japanese some advantage. Japanese colonists have been vain; their enthusiasm has occasionally proved embarrassing to the Tokyo authorities. Chinese colonists see things differently. Removal to such outlandish scenes, even when their present environment is an unprofitable one, has no attraction for them. They receive the official proposals with more than suspicion. The grants of money promised would stick, they fear, to the hands of the distributing officials; and they ought to know what is likely. Meanwhile, the Russian bogie having dwindled to less threatening proportions, the Indian Government cares less about Tibet. The amount of British trade does not seem worth troubling about. The British trade representative has a fairly easy time at Gyantze. SVEN HEDIN and others have talked of the immense mineral possibilities of Tibet, but if the Chinese continue paramount, it will be a long time before we hear of any serious exploitation. When the Chinese have repeated their former failures in that part of Asia as they almost certainly will, there may be some awakening of interest in India and Great Britain, and the proposals of the section of Chinese officials who would prefer, for a consideration, a policy of *laissez aller*, may become more important to us.

RUSSIA AND BRITAIN.

(Daily Press, August 1st.)

That an effectual agreement should be entered into between England and Russia, the two nations whose frontiers counter-march for the longest distances, and who have the largest influence amongst peoples of a lower stage of culture, would be a natural desideratum in which all who desire to see the progress of humanity would join. To both England and Russia, as the countries most interested, a practical arrangement would mean the saving not only of endless bickerings, but a more substantial economic saving in the matter of armaments only intended by each to be used against the other, while in the opening up of the intermediate countries each might find a vent for all its latent energies, not only political but commercial. That it has been reported that the main difficulties in the way of a truce have been surmounted will therefore be looked upon with satisfaction by all friends of both one and the other country. But, unfortunately there is a 'but' in the case: can we be sure that any real desire exists on the part of one at least to bring about an agreement? Or, if the desire exist, are both parties in a position to enter on any real binding truce whereby the mutual interests of both can be conserved? France and England, for instance, have been brought together, and both feel that the entente between them is based on something stronger than words or seals, and the experience of a century has gone to show that, as far at least as Europe is concerned, their interests are the same; and with regard to the rest of the world

that no divergence of interests has occurred beyond the powers of ordinary friendly intercourse to arrange, without any loss of prestige or power on either side. Practically national feeling in Great Britain on questions of foreign policy, and more especially Asiatic policy is identical. This has been emphasized by the fact that although a ministry has come into office with ideas on all points of domestic policy the very reverse of its predecessors, not one question dictated by differences of party has been raised with regard to our external relations, which have gone on with us a break. But is the case similar with Russia? The late war with Japan indicated that there was a very strong party in that state whose object was unlimited aggression, which it attempted to soften down by calling it a forward policy, but whose object was undisguised encroachment, and even to the extent of throwing down the gage for the possession of India; not because there existed any cause of hostility, but that the party considered that it was Russia's mission to become the sole and entire master of Asia. Now it is doubtless the case that the wiser heads of this party have learned the lesson that a policy of encroachment, unless it be accompanied with consolidation of the territories acquired by conquest or otherwise, renders them a source of weakness rather than strength, and that the mere possession of armies does not render a nation invincible. But if they have learned this much of the lesson, it is by no means so evident that they have discarded the policy of aggression; they may only have put it off for a more convenient season. It is quite possible that such a party might even be disposed towards entering into an agreement which, it fancied, might give it a little breathing space; with the full intention of turning its respite from active interference into an opportunity of working its aggressive ends in private, when it considered its presumed opponent was lulled to inaction. But there is a further and a less sentimental cause at work to render such a proposed settlement unstable. In the United Kingdom, however we may differ on points of private politics, there is an underlying national sentiment which no minister dare gainsay, and which lies sufficiently near the surface to be felt and seen. Public opinion in the United Kingdom has so many ways of making itself felt that usually on these points it is an imminent power; but is it so in Russia? Russia as yet hardly possesses the fundamentals of a public opinion: it does not even possess a Cabinet, much less a means of expressing the general opinion of the country at large. The present Government after playing with it for some time, has finally given up the idea of an assembly from whose lucubrations it could learn the various views of its statesmen. Even the assembly of ministers of the Crown has no means of ascertaining its own views. The Minister of War may hold very different doctrines on public policy from him who has charge of Foreign Affairs, and both probably differ widely from the Minister of the Interior or the Financial Secretary. We have seen, not once but many times, even of recent years, that what one minister decided, was not law unto his fellow in a different department, though both were trusted ministers of the Tsar. A treaty of this nature when a strain comes is of little valency. It is none of my doing, is a sufficient reason for openly contravening the work of a presumed colleague. Even the Tsar himself has had to submit to the refusal of a favourite minister or soldier, rather than risk the danger of exhibiting the want of coherence of his autocracy.

But there are other and even stronger reasons in the present stage of affairs of doubting Russia's treaty-making ability. Of Russia it may literally be said she knows not what a day may bring forth. Russia of to-day is a very different State from what she was when the Emperor Nicolas I. with light heart sent his troops in 1854 across the Pruth. To offer a British Ambassador to divide with him the whole of Europe, is not the most likely thought to enter the mind of his great-grandson. Yet there is no reason to suppose that the idea is absent, and would he uppermost did the power to gratify it still exist. It is just in the fact that there is no security for continuity in its present system that the difficulty arises. With all his autocratic power the Tsar is conscious that he is not his own master, but is merely the shuttlecock of a destiny which he can by no means control. To-morrow he may be called on to reverse in every particular what he has engaged to do to-day. It would not be the first time in his short experience that he has had, with what grace he could, to break the solemn faith plighted but a few days or months previously. These are the doubts that have been rising in men's minds regarding the policy of a pretended understanding with Russia, which from the very nature of things can in the end really only be binding on one side. We have entered into only too many of such understandings with China not to know their inconvenience, and it may very well be a moot point whether we shall fare any better in our attempted treaty with Russia. Still the conclusion of an understanding would have a certain amount of utility, inasmuch as its breach would show that the evil complained of was acknowledged in her sober moments by Russia herself, and though moral obligations might not count for much on the part of Russia, on England's side they would certainly strengthen her position internationally. On the whole, if ordinary discretion be used, and there has not been as yet any occasion to charge Sir EDWARD GREY with want of it, the advantages of an understanding may outweigh its acknowledged inconveniences. Only it will throw on our Foreign Office the extra task of seeing that the performance keeps equal pace with the promises.

ETHICS OF CONQUEST.

(Daily Press, 2nd August.)

A contemporary in the north has been turning its attention to the ethics of colonizing. It opens very promisingly with the following passage:

There are certain political propositions which certain people receive as axioms but which are not axioms at all. One of these is that no people have a right to any portion of the earth's surface unless they can make the best possible use of it. There are a dozen debatable things about such a statement as this, but in a rough and ready sort of way most of the so-called civilized nations of the world acquiesce in it. And so Great Britain is quite easy in conscience about India, France about Algiers, Germany about the Kamerun, the United States about the Philippine, and all of them about the Japanese position in Korea.

Too many of such "axioms" are taken for granted, it is true; but there inevitably come in life moments when all that sort of thing must be ignored. As ZANGWILL has remarked, it is unreasonable to expect of men that they should live logically; all that we demand is that they should argue logically. Hereupon appears the difference between the artist and the critic, the statesman and the political commentator. Life

frequently-brings things to a pass wherein argument is mere impertinence. A SCHOPENHAUER class may debate very seriously and very logically the question whether life be worth living, without appearing absurd; but if one of its members fall into the river on his way home, it is not expected that his friends should throw syllogisms and axioms at him. What he requires is a rope or a life buoy. This is worth remembering, for much acrimony may be avoided by timely recognition of occasions when argument is futile; when not argument, but action, is called for. We have admitted that academically there is a good deal to be said for the attitude of the carpet politicians who discover so many "morally indefensible" things in life. Their position is, however, peculiarly liable to the *reductio ad absurdum*. It would, for instance, be quite logical to dwell on the iniquity and un-equity of man being permitted to live so short a time when he has to be dead for so long afterwards. Which is absurd. The commentator is sometimes illogical owing to the exigencies of humbug. Politically, a good deal of humbug is inevitable and necessary. An inspired Japanese translator has called it "social glue." Criticism and comment, however, should have no truck with it—unless its motive be machiavelian, when it is no longer honest criticism and comment, but political propaganda, "piffle with a purpose", as some modern brightly put it. The contemporary casually quoted above has the following little bit of humbug:

For whose good has this protectorate [of Korea] been assumed, this occupation achieved, and this late abdication manoeuvred? Before that is answered, a glance at the methods of the greatest of colonising powers will be found useful. What does England do? What are the principles by which she is actuated? And if we may be pardoned a somewhat paradoxical way of putting it we will say that her main principle is summed up in two words, Altruistic selfishness. What we mean by that will be clearer if we take one of the axioms which have inspired Lord Cromer in his treatment of Egyptian problems. In governing Egypt, he said, England has ruled the country for the direct benefit of the Egyptians and the indirect benefit of England. Now we may search through volumes of blue books, reams of parliamentary rhetoric, and tomes of governmental platitudes without finding anything more terse than this definition of the great Proconsul's.

It goes on to say that Japan is morally right in conquering and subduing Korea, if its immediate object be the good of the Koreans. This is pretty, and soothing, but it is jesuitical, and quite contrary to the purest view of the ethics of liberty. The bitterness of defeat is bad enough for either man or nation, when it comes in the way of nature; but it is not hard to be reconciled to the prevalence of might, as we are all resigned to the ultimate prevalence of death. That bitterness is tenfold increased, and resignation much further put away, when the defeated is told that it is for his own good, intended for his benefit. When a person's conduct affects the interests of no persons besides himself, or needs not affect them unless they like, he is entitled to perfect freedom, legal and social, to follow such conduct and personally stand the consequences. A nation undoubtedly has the same moral right. Interference in either case is immoral. It is, however, often politically expedient, in the interests of the meddler, and the world of the strong has approved an axiom that is not and cannot be axiomatic in the eyes of the weak. Academically "morally indefensible," it is politically pardonable. It becomes less pardonable when the glozing humbug is stretched to

the hypocrisy of pretending that the immediate object is the good of the subordinated. It never is.

CHI A'S IMPORTS.

(Daily Press, 3rd August).

According to the analysis just received from the statistical department of the Imperial Maritime Customs, the value of China's import trade (net) for 1906 was less than in 1905, the respective figures being Tls. 410,270,082 and Tls. 447,100,791. But too much may be made of this decrease, the second in ten years. In 1897 the net value imported was only Tls. 202,828,625, and except for the easily explainable drop in 1900, there has been a persistent increase until last year. The 1906 decrease is under thirty-seven million taels, and it is significant that of this amount, thirty-two-and-a-half millions were lost to American goods—showing that the boycott had more effect than was expected it would have. Other countries did not profit by America's loss, thus showing that the fears entertained were quite warranted. They have suffered in sympathy, though not to the same extent. The imports from Hongkong fell away to the extent of about three million taels, which probably represents the local Americans' loss of turnover during the boycott. The imports from Great Britain were valued at Tls. 78,738,292 last year, as against Tls. 86,472,343 in 1905. Germany gained nearly three millions, and France about half a million, excluding Indo-China, whence imports advanced over a million taels. Imports from Korea showed a decided falling off, due no doubt to the disturbance of political conditions. Japan's share of the imports was only slightly less than in the previous year, about Tls. 260,000. Canada contributed Tls. 4,460,736 worth against her Tls. 2,387,658 worth in 1905—another boycott result probably; but it does not appear to come under the heading of flour. Canada, it is true, sent more than double the quantity, 9,398 piculs worth Tls. 30,543, against 3,600 piculs worth Tls. 14,760, but the same table shows, curiously enough, a big American gain, 496,145 piculs valued at Tls. 1,704,596, against 119,672 piculs value Tls. 493,282. All British possessions except Canada showed a falling off more or less considerable, but this may be set against their conspicuous advances in the previous year, when they progressed in advance of all the rest at a pace perhaps too great to "stay." Those statistics knock on the head the popular superstition that our Japanese allies have been cutting us out, whether by fair means or foul. They too have suffered a big share of the depression. Among the more important increases not already mentioned are Macao, from Tls. 2,921,923 to Tls. 5,780,198, the Dutch Indies, from Tls. 4,490,324 to Tls. 5,487,874, and Sweden, from Tls. 2,058 to Tls. 13,876. Readers interested will find the complete list elsewhere in this issue. We cannot hope to give here anything like an adequate summary of the important features of such a bulky production, which will be worth more than its price—three dollars—to those interested in various goods imported by China. It is full of surprises for those who may have been building opinions on casual newspaper theories.

News reached the Colony yesterday of the death of Mr. W. Ramsay, the superintendent engineer of Messrs Butterfield and Swire. Mr. Ramsay, who had been ailing for some time, left for home a few weeks ago with the object of recuperating, but died before reaching his native land.

HONGKONG LEGISLATIVE COUNCIL.

A meeting of the Hongkong Legislative Council was held on the 26th instant in the Council Chamber.

PRESENT:—

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT, Hon. Mr. F. H. MAY, C.M.G.

Hon. Mr. A. M. THOMSON, (Colonial Secretary).

Hon. Mr. H. H. J. GOMPERTZ, (Attorney-General).

Hon. Mr. C. McL. MESSER, (Colonial Treasurer).

Hon. Mr. W. CHATHAM, C.M.G., (Director of Public Works).

Hon. Mr. F. J. BADELEY, (Captain-Superintendent of Police).

Hon. Dr. Ho Kai, M.B., C.M., C.M.G.

Hon. Mr. WEI YUK.

Hon. Mr. E. OSBORNE.

Mr. A. G. M. FLETCHER, (Clerk of Councils).

MINUTES.

The minutes of the previous meeting were read, and confirmed.

FINANCIAL MINUTES.

The COLONIAL SECRETARY, by command of His Excellency the Officer Administering the Government, laid on the table Financial minutes, Nos. 33 to 35, and moved that they be referred to the Finance Committee.

The COLONIAL TREASURER seconded, and the motion was agreed to.

FINANCIAL.

The COLONIAL SECRETARY, by command of His Excellency the Officer Administering the Government, laid on the table the report of the Finance Committee (No. 6), and moved its adoption.

The COLONIAL TREASURER seconded, and the motion was agreed to.

PAPERS.

The COLONIAL SECRETARY, by command of His Excellency the Officer Administering the Government, laid on the table the Report on the Assessment for the year 1907-1908.

INSURANCE COMPANIES ORDINANCE.

The ATTORNEY-GENERAL moved the third reading of the Bill entitled An Ordinance relating to Life Insurance Companies.

The COLONIAL SECRETARY seconded, and the Bill was read a third time, passed, and became law.

HIS EXCELLENCY—The Council stands adjourned *sine die*.

FINANCE COMMITTEE.

A meeting of the Finance Committee was then held—the COLONIAL SECRETARY presiding. The following votes were passed:—

HARBOUR MASTER'S DEPARTMENT.

The Officer Administering the Government recommended the Council to vote a sum of Four hundred and thirty Dollars (\$430) in aid of the vote, Harbour Master's Department, G.—Lighthouses, Gap Rock Lighthouse, Other Charges, Gunpowder Charges and Tubes for Fog Signalling Guns.

PUBLIC WORKS EXTRAORDINARY.

The Officer Administering the Government recommended the Council to vote a sum of Four thousand one hundred and twelve Dollars (\$4,112) in aid of the vote, Public Works Extraordinary, Communications, New Roads in Victoria, Extension East and West of Conduit Road.

POSTAL VOTE.

The Officer Administering the Government recommended the Council to vote a sum of Four hundred and sixty-seven Dollars (\$467) in aid of the vote, Post Office, B.—Postal Agencies in China, Swatow, Other Charges, Incidental Expenses.

On the 1st August His Excellency the Governor met with an adventure which, fortunately insignificant in its outcome, did actually place him for a few moments in bodily peril. He was paying a visit to the "Tamar" in the launch "Victoria" and a collision occurred between that craft and another launch of whose identity we are at present uninformed. The impact was sufficiently severe to cause the "Victoria" to lay over very considerably.

ARRIVAL OF H.E. THE GOVERNOR.

On July 28th the people of Hongkong turned out in very large numbers to welcome Sir Frederick and Lady Lugard. Fortunately, the weather, which had assumed a somewhat threatening aspect in the early morning, developed favourably, and brilliant sunshine brightened the impressive spectacle at Pedder's Wharf. Impressive certainly describes the scene. The imposing effect given by the presence of the guard of honour and the plumed military officers was materially enhanced by the splendour of the consular corps, the uniforms being decidedly picturesque while the white uniforms of the naval officers, the variegated attire of the civilians and the garb of the leading Chinese gentlemen contributed to a picture which gratified the beholders. Another feature on which comment was made was that His Excellency and Lady Lugard succeeded in living up to their photographs, which most people had scanned with interest before their arrival.

The comments overheard all expressed approval of the man and admiration of the lady.

Sir Frederick and Lady Lugard, accompanied by Captain Taylor, A.D.C., and Miss Brackenbury, sailed from Liverpool on June 22nd in the Allan Line steamship *Virginian*. On the previous afternoon when they left London, Sir Matthew Nathan, the late Governor, and others were present at Euston Station, and gave them a cordial send off. The voyage to Canada and the railway journey across Canada were made without incident, as also the remainder of the journey from Vancouver in the *Empress of Japan*, and prompt to time, that steamer entered the Lyceum Pass yesterday morning about eight o'clock.

The gun fired before 8 o'clock announced that the vessel was sighted, and about half an hour later the *Empress of Japan* had moored in the man-of-war anchorage. Most of the ships in the harbour were dressed in honour of the occasion, not a few of the foreign vessels also paying this compliment to His Excellency, but a greater unanimity in this direction might have been shown.

AT BLAKE PIER.

Shortly after nine o'clock people had begun to assemble in the vicinity of Blake Pier, and the usual signs of vantage were utilised. Before ten o'clock quite a dense crowd had gathered and, though there was no display of enthusiasm, (a Hongkong Sabbath being somewhat Scotch) there could be no doubt of the interest taken in the landing of the Governor-elect. Pedder's Wharf, which has been bare since the great typhoon, had now a matshed covering, beneath which the ceremonial associated with the landing took place. Crimson cloth was laid over the gubernatorial path along the pier, and a little forest of palms and shrubs lined both sides.

The guard of honour which was supplied by the Middlesex Regiment, with the band, took up a position at the end of the pier under the command of Captain Thomson, while the police, under Chief Inspector Baker, kept the approaches clear. Just before 10 o'clock His Excellency the Hon. Mr. F. H. May arrived, and by that time it was noticed that there were present His Excellency the General Officer Commanding, Major General Broadwood, Colonel Aitken, Colonel Dumbleton, Colonel Scott Moncrieff, Colonel Kent, Major Ross, Major Chitty, Major Jones, Major Phillips, Captain Sinnott, with Captain Ogle, A.D.C. to the Acting Governor, and Captain Armstrong. Hon. A.D.C., Commodore Stokes, Captain Dalton of the *Flora*, Rear-Admiral C. Tamari and the officers of the Japanese cruisers *Narawa* and *Itsukaishima*, Sir Francis Piggott, Sir Paul Chater, Chev. Volpicelli, Consul General for Italy; Ven. Archdeacon Banister, Consuleiro Romano, Consul General for Portugal and Consul for Brazil, Mr. A. R. Marty, Consul for Spain; Mr. B. de Szentirmay, Consul for Austria-Hungary; Mr. J. Brubosia, Consul for Belgium; Mr. Jorgen Eitzen, Vice-Consul for Norway; Mr. R. Soulange-Teissier, Acting French Consul; Mr. F. J. Haver Drocze, Consul General for the Netherlands; Mr. Woroh, German Consul; Dr. Wilder, American Consul General; Mr. F. D. Barretto, Consul for Chili; Mr. A. A. H. Boletho, Consul for

Nicaragua; Mr. S. Mashiko, Acting Consul for Japan; Mr. J. J. Leiria, Vice-Consul for Portugal; Hon. Dr. Atkinson, Hon. Mr. H. E. Pollock, K.C., Hon. Mr. E. Osborne, Hon. Mr. E. A. Hewett, Hon. Dr. Ho Kai, Hon. Mr. Wei Yuk, Hon. Mr. W. Chatham, C.M.G., Hon. Mr. F. J. Badeley (Captain Superintendent of Police), Hon. Mr. H. H. J. Gompertz, Hon. Mr. H. Keswick, Hon. Mr. C. McI Messer, Mr. Justice Wise, Captain Lyons, Messrs. T. A. Harveland, Hollensworth, Dyer Ball, Shelton Hooper, Lee Jones, Tutecher, N. Mody, Ho Fook, Fung Wa Chun, Lau Chu Pak, Chan Sau Ki, and others.

THE LANDING.

The Harbour Master, Commander Basil Taylor, R.N., went out in the launch *Victoria* to take charge of the gubernatorial party over the stretch of water between the *Empress of Japan* and the landing place. As the launch with Sir Frederick and Lady Lugard, Captain Taylor, A.D.C., and Miss Brackenbury, left the side of the C.P.R. steamer, a salute was fired from the British and foreign war ships in the harbour, and as His Excellency and Lady Lugard stepped ashore the guard of honour came to the "present" and the Band struck up the National Anthem. The Hon. Mr. May, Mrs. May, and His Excellency the General Officer Commanding were waiting on the steps to receive them and after the introductory shaking of hands, Major General Broadwood introduced the officers of his staff, Commodore Stokes was then introduced, followed by the Japanese Rear Admiral who in turn presented his officers. The Hon. Mr. May then introduced to Sir Frederick the members of the Legislative Council and the gentlemen of the Consular body, after which His Excellency and Lady Lugard entered the chairs borne by the red uniformed coolies, and were conveyed to the Peak Tramway Station.

The route to the tram station was lined with troops through which the Governor and Lady Lugard, accompanied by the General Officer Commanding and other officers passed. The lines of the soldiers were backed by a dense crowd of spectators as far as the station. First in the line of the forces was the Royal Garrison Artillery, then the Hongkong and Singapore Battalion of the same regiment, then the Royal Engineers, European and Chinese Companies, then the representatives of the Middlesex Regiment, the 119th and 29th Infantry, and lastly the Volunteers, who were drawn up by the tram station. A special tram was in waiting for the party who, after a brief delay, were conveyed to the higher levels, and thence, by chair, to Mountain Lodge.

The ceremony of swearing in the new Governor, which took place at the Council Chamber on the 29th July at 10 a.m., was conducted with impressiveness in the presence of the members of the Legislative and Executive Councils, and a number of leading citizens.

Sir Frederick and Lady Lugard, accompanied by Captain Taylor, A.D.C., and Miss Brackenbury, left Mountain Lodge about half past nine and came down by tram to the Station in Garden Road. Here they entered chairs, and under the usual police escort proceeded to the Council Chamber, the route to which was lined by police. On the arrival of the gubernatorial party at the Government Offices the guard of honour composed of 100 rank and file of the Royal Garrison Artillery, under the command of Captain Whitehead, presented arms, and the band of the 119th Infantry played the National Anthem. His Excellency inspected the guard of honour, Lady Lugard and Miss Brackenbury having in the meanwhile proceeded to the Council Chamber. Sir Frederick was met at the decorated entrance by the Hon. Mr. May, and accompanied by His Excellency the General Officer Commanding, ascended the crimson cloth-covered stairs, and was conducted to his seat at the head of the Council table. Seated on his right hand was the Chief Justice, behind whom was the Puisne Judge, while on his left were Lady Lugard and Miss Brackenbury. Round the table sat the Hon. Mr. F. H. May, Hon. Mr. A. M. Thomson, Hon. Mr. Wei Yuk, Hon. Mr. W. Chatham, Hon. Mr. H. E. Pollock, Hon. Mr. F. J. Badeley, Hon. Mr. H. Keswick, Hon. Mr. E. Osborne, Hon. Mr. E. A. Hewett, Sir Paul Chater, Hon. Dr. J. M. Atkinson, Hon. Dr. Ho

Kai and the Hon. Mr. W. R. Davies, the new Attorney-General. There were also present Sir Henry Berkeley, Commodore Stokes, Ven. Archdeacon Banister, Mrs. May and others.

The Clerk of Councils, Mr. A. G. M. Fletcher, read the Commission as follows:

HONGKONG.

Commission passed under the Royal Sign Manual and Signet, appointing Colonel Sir FREDERICK JOHN DEALTRY LUGARD, K.C.M.G., C.B., D.S.O., to be Governor and Commander-in-Chief of the Colony of Hongkong and its Dependencies.

EDWARD R. AND I.

Dated 1st day of May, 1907.

EDWARD the Seventh, by the Grace of God of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas, King, Defender of the Faith, Emperor of India: To Our Trusty and Well-beloved Sir FREDERICK JOHN DEALTRY LUGARD, Lieutenant-Colonel on the Retired List of our Army, having the Brevet Rank of Colonel, Knight Commander of Our Most Distinguished Order of Saint Michael and Saint George, Companion of Our Most Honourable Order of the Bath, Companion of Our Distinguished Service Order, Greeting!

WE do, by this Our Commission under Our Sign Manual and Signet, appoint you, the said Sir FREDERICK JOHN DEALTRY LUGARD to be during Our pleasure Our Governor and Commander-in-Chief in and over Our Colony of Hongkong and its Dependencies, with all the powers, rights, privileges, and advantages to the said Office belonging or appertaining.

II. And We do hereby authorize, empower, and command you to exercise and perform all and singular the powers and directions contained in certain Letters Patent under the Great Seal of Our United Kingdom of Great Britain and Ireland, constituting the office of Governor and Commander-in-Chief of our said Colony and its Dependencies, bearing date at Westminster the Nineteenth day of January 1885, or in any other Letter Patent adding to, amending or substituted for the same, according to such Orders and Instructions as Our said Governor and Commander-in-Chief for the time being hath already received, and to such further Orders and Instructions as you may hereafter receive from Us.

III. And further. We do hereby appoint that so soon as you shall have taken the prescribed oaths and have entered upon the duties of your office, this Our present Commission shall supersede the Commission under Our Sign Manual and Signet bearing date, the 21st day of September, 1903, appointing Our Trusty and well Beloved Sir Matthew Nathan, Major in Our Corps of Royal Engineers, now Brevet Lieutenant-Colonel in our Army, Knight Commander of Our Most Distinguished Order of Saint Michael and Saint George, to be Governor and Commander-in-Chief of our said Colony and its Dependencies.

IV. And We do hereby command all and singular Our Officers, Ministers, and loving subjects in Our said Colony and its Dependencies, and all others whom it may concern, to take due notice hereof, and to give their ready obedience accordingly.

Given at Our Court at Saint James's this First day of May 1907, in the Seventh year of Our Reign.

By His Majesty's Command,

ELGIN.

THE OATHS.

Sir FRANCIS PIGGOTT then administered the oaths as follows:—

Oath of Allegiance.

I, Sir FREDERICK JOHN DEALTRY LUGARD, do swear that I will be faithful and bear true allegiance to His Majesty King Edward the Seventh, his heirs and successors according to law.

So help me God.

(Sd.) FRANCIS T. PIGGOTT,

Chief Justice.

(Sd.) FREDERICK JOHN DEALTRY LUGARD,

Governor, etc.

29th July, 1907.

Oath of Office.

I, Sir FREDERICK JOHN DEALTRY LUGARD, do swear that I will well and truly serve His

Majesty King Edward the Seventh, in the office of Governor and Commander-in-Chief.
So help me God.

(Sd.) FRANCIS T. PIGGOTT,
Chief Justice

(Sd.) FREDERICK JOHN DEALTRY LUGARD,
Governor, etc.

29th July, 1907.

Judicial Oath.

I, Sir FREDERICK JOHN DEALTRY LUGARD, do swear that I will well and truly serve our Sovereign King Edward the Seventh in the office of Governor and Commander-in-Chief, and I will do right to all manner of people after the laws and usages of this Colony, without fear or favour, affection or ill-will.

So help me God.

(Sd.) FRANCIS T. PIGGOTT,
Chief Justice.

(Sd.) FREDERICK JOHN DEALTRY LUGARD,
Governor etc.

29th July, 1907.

As soon as the signatures had been appended the band struck up a stanza of the National Anthem the strains of which had scarcely died away when the boom of the Artillery salute reached the ears of the assemblage, and punctuated the address of His Excellency, which was as follows:—

GOVERNOR'S ADDRESS.

Gentlemen, I feel very deeply the high honour which our Sovereign has conferred upon me in calling me to this high office to administer the affairs of this most important Colony, and I feel the deep sense of responsibility which that position carries with it. Whatever success I may achieve will depend solely upon my ability to enlist the cordial support and co-operation, not only of the people and distinguished members of the Colonial Government, but also of those distinguished and experienced merchants and others representing its commercial and business interests; also those who represent the large section of the Chinese population, our fellow subjects. That co-operation will grow of itself, if we credit each other with the same desire for the welfare of the community, and in the performance of our duty as it presents itself to us. It is at once my privilege, and, of course, a misgiving to me, that I should succeed here one of the ablest servants of the Crown, whose devotion to work, high ideals and standards of duty, and exceptional ability make Sir Matthew Nathan a difficult man to follow. But it shall be my earnest endeavour, gentlemen, to carry on the administration and to maintain those high ideals and standards of duty so that I may be able to render as good an account of my stewardship when the time comes (applause).

The proceedings in the Council Chamber here terminated, and as His Excellency and suite emerged from the passage of the Government Offices, the guard of honour came to the salute, while the band again struck up the National Anthem. The gubernatorial party then proceeded to Mountain Lodge.

HIS EXCELLENCY'S FIRST DAY'S WORK.

The following announcements appeared in a Government Gazette extra yesterday:—

His Excellency the Governor has been pleased to appoint Captain Percy Henry Mitchell Taylor, 32nd Lancers, Indian Army, to be his Aide-de-Camp, with effect from this date; to appoint Jemadar Muhammad Khan, 129th Duke of Connaught's Own Baluchis, to be his Honorary Aide-de-Camp, with effect from this date; to appoint William Rees Davies to be Attorney-General, in succession to Sir Henry Spencer Berkeley, Knight, resigned, with effect from this date; to appoint Henry Hessay Johnston Gompertz to act as First Police Magistrate, with effect from this date; to appoint Edward Dudley Corscaden Wolfe to act as Registrar-General, in addition to his other duties, during the absence of the Honourable Mr. Arthur Winbolt Brewin on leave, or until further notice; to appoint Charles McIlvaine Messer, Assistant Land Officer, to act as Postmaster General, with effect from this date; and to appoint Stewart Buckle Carne Ross, Cadet, to act as Assistant Land Officer and Police Magistrate in the Northern District of the New Territories, with effect from this date.

The same issue announces that His Excellency the Governor will hold a Levee at Government House on Thursday, the 1st August, at 5 o'clock p.m. Each gentleman is requested to bring with him a card to be handed to the Aide-de-

Camp in waiting. The Private Entrée will commence fifteen minutes before the General Levee; and may be attended by the Judges by the Bishops, by the members of both Councils, by the Heads of the Government Departments, by the Consular Representatives of Foreign Powers, and by Naval and Military Officers of Field or corresponding rank. Either Morning or Evening Dress should be worn, except in cases where gentlemen may elect to attend in uniform when Full Dress should be worn.

His Excellency Sir Frederick Lugard, our new Governor, held his first levee at Government House on the 1st August, and large was the attendance thereat. The private entry was fifteen minutes before the general levee, and was attended by the Judges, the Catholic Bishop, Members of Council, heads of the Government Departments, Consular representatives of foreign powers and Naval and Military officers of field or corresponding rank. When these gentlemen had made their *devoirs*, His Excellency received his other visitors in the tall room.

The following gentlemen attended:—

H. E. Major-General Broadwood, C.B., Sir Francis Piggott, Sir Henry Berkeley, Mr. A. G. Wise, Hon. Mr. F. H. May, C.M.G., Sir C. Paul Chater, C.M.G., Hon. Mr. A. M. Thomson, Hon. W. Chatham, C.M.G., Hon. Mr. E. Osborn, Hon. Mr. E. A. Hewett, Hon. Mr. F. J. Bodeley, Hon. Mr. H. Keswick, Hon. Dr. Ho Kai, Hon. Mr. H. E. Pollock, K.C., Hon. Mr. Wei Yink, Hon. Dr. J. M. Atkinson, Hon. Mr. W. R. M. Davies, Hon. Commander Basil R. H. Taylor, R.N., Hon. Mr. E. D. C. Wolfe, Mr. C. McIlmester, Mr. H. H. J. Gompertz, Mr. J. H. Kemp, Mr. C. D. Melbourne, Mr. Lee Jones, Mr. Dyer Ball, Mr. E. Jones, Mr. F. A. Hazeland, Mr. W. J. Tatchell, Mr. G. N. Orme, Archdeacon Bannister, Mr. A. Sheton Hooper, Mr. Fletcher, Capt. Lyons, Dr. Wilder (Consul-General for the United), Mr. B. de Szentormay (Consul for Austria-Hungary), Mr. Worsteh (Consul-General for Germany), Mr. Jose Bribosia (Consul for Belgium), Mr. F. J. Haver Droeze (Consul-General for the Netherlands), Mr. J. Gasoon, Ch. Gonzalez de Bernado (Consul for Chili), Mr. S. Mashiko (Acting Consul for Japan), Mr. A. Pierre Marty (Consul for Spain), Chev. Z. Volpicelli (Consul-General for Italy), Mr. A. G. Romano (Consul-General for Portugal), Mr. J. J. Leiria (Vice-Consul for Portugal), Mr. F. D. Barrette, Consul for Mexico, Dr. E. V. Voretsch, Consul for Holland, Mr. F. J. V. Jorge, Vice-Consul for Panama, Mr. A. Haupt, Consul for Denmark, Mr. A. A. H. Botelho, Consul for Nicaragua, Mr. J. Eitzen, Vice-Consul for Norway, Mr. R. Boulange-Teissier, Vice-Consul for France.

Messrs. F. M. Edwards, M. J. D. Stephens, J. Armstrong, R. Baker, A. J. Williams, R. M. Croese, Capt. W. T. Miller, Messrs. A. C. Botelho, F. Rooks, W. W. Jefford, B. H. Fleming, G. O. T. Bagley, D. E. Pereira, G. A. Woodcock, W. B. A. Moore, W. Grant, A. J. Darby, A. H. Gott, Rev. F. T. Johnson, Li Kin Fong, E. W. Carpenter, Captain A. Thompson, J. F. Boulton, F. Clayton, R. O. Hutchison, Wong Kamfuk, F. Clayton, H. Macfarlane, C. F. Dixon, Berke von Rosenberg Gruszoynstia, Rust, Col. C. V. Hume, Klaysenstuber, Rev. M. Longridge, Eng. Lieut. H. J. Clegg, Commander H. Pybus, R.N.R., Commander M. H. Penfold, R.N., Mr. J. M. G. Taylor, Lieut. H. Butterworth, Maj. W. W. Chitty, Maj. Ward, Lt. Col. C. H. U. Price, Lieut. Col. J. T. Carter, A.P.D., Maj. H. E. Lewis, Lt. Col. Seymour, Staff-Serg. R. T. Gilmour, Col. Scott-Moncrieff, Major W. A. F. Williamson, Maj. H. de F. Phillips, Lieut. Col. I. M. Reid, Maj. L. H. Parry, Col. F. E. Kent, Staff-Serg. L. A. Baiss, Staff-Paymaster H. G. Wilson, Lieut. W. L. Banber, Commander H. Grenfell Eng-Commander H. Basson, Eng. Commander C. H. Steward, Capt. H. Dalton, Commodore R. H. S. Stokes, D. J. W. Hartley, Messrs. J. Bribosia, C. E. Daniel, S. Swart, W. Danby, Dr. W. V. M. Koch, Eng. Capt. J. Fielder, Messrs. B. Harding H. Humphreys, W. K. Cook, J. Scott Harston, E. A. de Carvalho, A. Wilson, H. W. Bird, H. T. Jackman, Dr. F. O. Steadman, Messrs. I. S. Gabbay, H. C. B. Hancock, F. V. Iyad, Ho Fook, Murray Scott, Capt. Spinner, Mr. M. S.

Northote, Maj. D. MacDonald, Messrs. E. Ormiston, F. Maitland, S. H. Nidhurst, O. D. Thomson, B. J. Smart, J. Gray Scott, G. Friesland, A. H. Hollingworth, D. R. Law, Lieut. G. M. Skinner, Capt. G. T. Brierley, Lt. L. Dimmock, Mr. J. I. Bryan, Rev. T. W. Pearce, Mr. J. P. Plummer, Prince Francesco Raspigliosi, Mr. W. F. F. Swan, Mr. Ha Chiu Lum, Mr. W. H. Donald, Mr. R. T. D. Sayle, Dr. J. C. Thomson, Mr. E. Ralphs, Dr. J. C. Thomson, Mr. A. G. Gordon Lieut. G. M. Skinner, R.N., Mr. G. B. J. Stuart, R.N., Mr. W. A. Lloyd, R.N., Mr. R. W. S. Hinton, R.N., Mr. J. J. Bramble, R.M.L.I., Mr. Li A. Pak, Mr. W. R. Parr Rev. G. Searle Mr. Geoffrey C. Moxon, D. W. Tra-man, Mr. Li Po Kwa, Mr. J. N. C. Binnar, Mr. E. S. Carruthers, Mr. Fung Wa Chun, Mr. Lau Chu Pak, Mr. Frank Browne, Mr. Leung Kin On, Mr. Kwok Yu Un, Mr. E. P. Jones, R.N., Mr. L. C. Rees, Lieut. E. W. Isaacson R.N., Mr. J. B. Mullins, R.M.L.I., Mr. B. Hancock, Mr. Robert Shewan, Mr. A. Findlay Smith, Mr. F. Mackay, Mr. C. H. Grace, Dr. Wm. Hunter, Mr. Choa Leep Chee, Mr. F. A. B'den, Mr. R. H. Craig, Mr. E. Freyvogel, Bros. Cyprian & Stephen, Rev. Father G. M. Spada, Mr. A. Forbes, Mr. E. Jones Hughes, Mr. G. K. Hall Brutton, Mr. T. T. E. Cocker, Majors Broke, T. R. Jones, A. Chapman, Ross, Lieut. Col. H. N. Dumbleton, R.E., Captains H. C. Moultrie, R.A., A. W. Tuke, I.M.P., E. Whitehead, R.G.A., T. H. C. Anderson R.N.F., W. Lyons, R. H. McCulloch, R.A., F. S. Butcher, Lieut. D. K. Saxby Thomas, R.N., Lieut. C. C. Walcott R.N., Lieut. E. H. Martin, R.N., Lieut. Freemantle, Jemadars Laman Khan, Jalal Khan, Mala Khan, Surgeon Vickery, Surgeon J. C. Hall, Mr. R. S. Lucy, Mr. Ting Lan Kok, Mr. Hope, R.A., Mr. H. R. Phelps, Mr. P. O. Sullivan, Mr. J. C. E. d'Esterre, R.G.A., Mr. L. K. Leeson, Mr. O. C. R. Hill, R.A., Mr. C. B. Down, R.A., Mr. L. C. Larmour, Mr. W. Danby, Mr. J. L. Van Houten, Mr. C. D. Wilkinson, Mr. Gok Lee Khong, Mr. T. Arima, Mr. E. C. Blanchflower, R.N., Rev. E. V. Roe, R.N., Rev. R. T. Harada, Mr. Benjiro Mori, Mr. J. H. Budgen, Mr. H. F. Chard, Mr. J. M. Beck, Mr. N. Shibuya, Mr. D. Tohdow, Mr. W. C. Logan, Lieut. B. L. Wymer, R.N., Lieut. G. F. B. Edward-Collins, R.N., Lieut. Johnstone Soutter, R.N., Mr. F. Southey, Mr. J. B. Boyes Mr. T. H. Stainton, Mr. Mikitaro-Kikuchi, Mr. C. H. Ross, Mr. A. G. Wood, Father Pedro Prat, Mr. L. Garrett, Father F. R. Norva, Surgeon J. Shipsey, R.N., Mr. W. J. Tutchter, Rev. T. W. Pearce Mr. H. Nakayama, Deputy Inspector General Tait, R.N., Captain I. R. S. Shinkwin, Dr. F. Clark, Captain P. H. Collingwood, R.A.M.C., Commandant Bolken, S.M.S. Luchs, Mr. C. A. Drew, Captain B. A. Thomson, Middlesex Regiment, Mr. J. E. Fasken, Very Rev. P. M. de Maria, Captain W. H. C. Davy, Middlesex Regiment, G. A. Parke, A.O.C., Dr. G. Bateson Wright, Mr. J. H. Kemp, Mr. R. H. Scovell, Mr. A. E. Wright, Mr. W. A. Dowley, Mr. G. A. Hastings, Mr. A. S. Frost, Captain C. G. Spedding, A.O.C., Mr. Pum Yan-tsun, Mr. J. C. Peter, Mr. Ho Kom-tong, Mr. Li Po-lung, Mr. S. W. Tse, Mr. Yun Kin-pong, Mr. J. M. Xavier, Mr. K. Matsuda, Mr. G. W. Eves, Mr. T. H. Tennent, Mr. A. U. Paxton, Mr. C. B. Satt-rhwaite, Mr. Tam Tsz-Kong, Mr. Chau Siu-ki, Jemadar Bidahha Singh, Captain G. K. Wait, R.E., Dr. R. A. Bellifor, Mr. N. F. Blanch, Mr. J. R. M. Smith, Mr. F. R. Dealy, Mr. T. Hayes, Jemadar Ranjan Khan, Captain H. E. Stanger-Leathes, J.M.C., Subadar Pir Bux, Subadar Mahommed Ali, Mr. T. C. Lethbridge, Mr. T. E. A. Dalsell, Subadar Major Ahmed Din, Mr. G. E. Morrell, Mr. P. Jacks, Mr. S. D. Setna, Mr. Layton, Mr. H. P. White, Mr. H. P. Looker, Mr. La Frents, Mr. J. C. Lowe, Mr. C. P. Chater, Mr. C. M. T. Western, Mr. L. Gibbs, Mr. E. C. Lewis, Mr. E. A. Ram, Mr. Porton, Mr. G. de Champeaux, Mr. H. G. Gore, Mr. A. H. Rennie, Mr. C. C. Cok, Mr. J. Y. V. Vernon, Mr. H. W. Looker, Dr. C. M. Heanley, Mr. Ho Tung, Mr. T. Perkins, Mr. B. Y. Rhoda, Dr. J. T. Cobb, Lieut. G. Whitlock, U.S.U., Mr. J. Lee Jayne, Captain C. F. Low, R.A., Mr. A. Cunningham, Mr. E. de W. Waller, Mr. D. Percival, Mr. G. F. C. White, Mr. G.

H. Betton-Foster, Captain S. O. Boyd, R.A., Mr E. D. C. Wolfe, Mr F. G. Figg, Captain A. H. M. Hart-Synnot, General Staff, Major H. P. E. Parker, 129th Baluchis, Captain H. M. Beasley, R.A., Mr E. Cummings, Subadar Burhan Khan, Subadar Major Mukarrab Khan, Subadar M. Ibrab Shah, Jemadars Mir Kam-bia Khan, Amir Khan, and Sardar Khan.

SERIOUS COLLAPSE AT THE HONGKONG HOTEL.

Since the awful catastrophes of last autumn nothing has stirred Hongkong so deeply as the sensational collapse which took place on Aug. 1st in the Hongkong Hotel, but happily the event—though it occasioned considerable alarm—was not responsible for the same heavy toll of life. The disaster, for such it is, occurred shortly before six o'clock. At that time the hotel is never particularly busy, most of the boarders being absent, and it was fortunate for those occupying the east end of the hotel who were away yesterday afternoon. There were, however, some Europeans and a number of Chinese in the part of the building which collapsed. So far as is known at present, none of the Europeans were killed, although a few received minor injuries. But fate was harder with the Chinese, several of whom were buried in the debris.

The accident occurred in that part of the hotel situated in Queen's Road. The annex, it will be remembered, was joined to the main building by several bridgeways, leading from verandah to verandah, and it was these bridgeways and verandahs which suddenly gave way, and crashed into the shop beneath occupied by Messrs. Kuhn and Komor. The entire range of gallery extended the length of five bedrooms, and it can be imagined that the debris and fallen masonry must have weighed many tons.

The exact cause of the accident is not known. There are many surmises and theories, but it is not advisable to repeat them. What happened was that the joists supporting the structure already mentioned snapped close to the walls, only the bare walls of the annex and the hotel being left.

Scarcely any warning was given of the impending disaster. These who were on the scene declare that an ominous creaking preceded a loud crash, and as they looked the verandahs shook and all the structure within this well-like enclosure collapsed. The alarm quickly spread, and while the residents in the immediate neighbourhood hurried from the building, a large crowd of onlookers quickly gathered. At the same time the police were promptly in attendance and took the necessary precautions, and not long afterwards the fire brigade appeared on the scene. It was soon learned that a number of people were entombed, while others were imprisoned on the upper storeys and relief parties were promptly organised. It was seen that those on the upper floors were inmates of a dangerous prison from which the only means of release was the fire escape, and no time was lost in bringing apparatus on the scene. It was promptly run up to the first floor and a number of police scaled the ladder and disappeared among the ruins. Soon one of them appeared and lifted a small Chinese girl on to the rail of the balcony, whence she was conducted down the ladder to safety. Although very much frightened, she was not hurt. This was the only person to be found on the first floor, so the ladder was raised to reach the second where a Mr. Connor, who is employed in the Vacuum Oil Company, was waiting. He also descended to the street and stated that he got on to the verandah just before the collapse, but believed that a number of Chinese were cut off within. Higher up went the ladder until the third floor was reached. From here, Mr. Ralphs of Queen's College came down from his unenviable position. He also had had a narrow escape, having just left the verandah a few minutes before.

Meanwhile excavators were at work below in the ruined shop of Messrs. Kuhn and Komor from which several Chinese were dug out some dead, and others in a very exhausted condition. Dr. Moore, who lives in the hotel, was first on the scene, and had an exceptionally

busy time attending the wounded, assistance being forthcoming a little later from Drs. M.riot and Harston. The rescue parties were most indefatigable in their exertions, and not a few of them risked their lives in their efforts to save others. The Colonial Secretary, the Hon. Mr. F. H. May, was among the earliest arrivals and took an active part in directing operations. Other civilians in the hotel lent a helping hand, and it was owing to their exertions, coupled with those of the other rescuers mentioned, that so many lives were saved.

Gruesome sights were witnessed when the entombed victims were brought out. Most were dreadfully injured and some crushed beyond recognition. Up till a late hour last night the deaths reported were two, while the injured, all Chinese, numbered five.

Last night the front of the building was shored up by timbers erected under the superintendence of the officials of the Public Works Department, and barricades were put up to keep the public out of the danger zone.

The damage to property was considerable. The valuable stock of Messrs. Kuhn and Komor was totally wrecked, and the entire stock in trade of Mr. Hoosain Ali was similarly ruined. The loss to the Hotel Company must be even more serious.

As can be easily understood, the collapse at the Hongkong Hotel on Thursday evening formed the principal topic of conversation on Aug. 2, but little remains to be added to our previous report of the occurrence. The building has been shored up, and yesterday the work of removing the debris from the ground floor was proceeded with. Beyond the reported three dead & the three injured, no further casualties have come to light, though it is believed that two men are still buried.

It is difficult to estimate the extent of the damage done, but the loss sustained by Messrs. Kuhn and Komor is understood to reach six figures at least.

The interests of the Hotel have been seriously affected, but doubtless its reputation will be restored ere long to its original position. Already the shares have dropped \$5.

The architects have surveyed the buildings as far as Messrs. Caldbeck McGregor's premises and have found the walls cracked.

The casualty list is as follows:—Dead, 3; seriously injured, 2; injured, 1; missing, 2.

Most of the debris has been cleared from the scene of the collapse at the Hongkong Hotel and the full extent of the building wreckage can now be appreciated. One of the two missing bodies was recovered on August 3rd in Messrs. Kuhn and Komor's show room. The head was so battered that recognition was impossible.

THE DES VOEUX ROAD MURDER.

CHINESE MOB AND A KNIFE.

The Des Voeux Road murder trial opened on August 2nd at the Magistracy before Mr. F. A. Hazeland. Five men, whose names were Tam Pui (coolie), Li Sui Kai (b. ilermaker), Sit Fu (spinner), Hui Tin (cook), and Wau Hoi Chi (coolie), were charged with the murder of Lo Pak, a foreman in the employ of Messrs. A. S. Watson and Coy's Aerated Water Factory, on Sunday, July 21st, in Des Voeux Road. Chief-Detective Hanson conducted the case for the prosecution, the defendants not being legally represented.

Mr. Hanson, in opening, stated that the deceased had been employed for about twelve months as foreman in Messrs. A. S. Watson and Coy's Soda Water Factory. On several occasions he had had trouble with some of the workmen, and in June he reported two men for disobeying orders, Mr. Puddepha subsequently dismissing them. At the end of the month when they came to receive the money due to them, it was apparent that they entertained animosity towards Lo Pak. Words passed between them, and on the 18th July two of the prisoners, with others, were outside the factory. A row between them and the foreman took place, but Mr. Puddepha went outside and stopped the fight, sending two of the men to the Police Station. Nothing further

happened until the morning of the 21st ultimo. About 10 o'clock in the morning, when the workmen were waiting to recommence work, they noticed the foreman approach from the west. Before he reached the factory he was surrounded by the accused men. Lo Pak asked them what they intended to do, because if there were to be any fighting he would give them in charge. Something was said about beating him but the factory employees came to his assistance and the others ran off. However the employees gave chase. Lo Pak singled out the second defendant and caught him near Prince's Buildings. A struggle ensued, and the first defendant jumped out from under the verandah, stabbed Lo Pak, and fled. Sergeant Moore lifted the deceased and sent him to the hospital but he died on the way.

His Worship—The second man was holding the deceased when the first man stabbed him?

Mr. Hanson—No it was rather that the deceased was holding the second man when he was stabbed.

His Worship—Has the knife been recovered?

Mr. Hanson—Yes.

A workman employed in the factory gave evidence of what led up to the murder and to seeing the fatal blow dealt.

The hearing was adjourned.

REGULATIONS FOR MOTOR BOATS.

Not many weeks ago we pointed out the urgent need of special regulations for the motor boats now present in such numbers in the harbour.

The latest *Gazette* publishes the regulation made by the Officer Administering the Government-in-Council under Section 37 of the Merchant Shipping Ordinance, 1899, (Ordinance No. 10 of 1899, for the control of Motor Boats in the Waters of this Colony, this 25th day of July, 1907, as follows:

Table E. (III.—Regulations for Motor Boats.)

1. In these Regulations, the term "Motor Boat" shall include every vessel not exceeding 60 tons, propelled by any mechanical power, however applied, except steam, oars, or sails.

2. The Regulations contained in Table E of the Schedule to this Ordinance, shall apply, as heretofore, to all Motor Boats in the Waters of the Colony, except the provisions relating to "Machinery and Boiler" in Part I, Rule No. 2, for which the following provisions are hereby substituted:—

Machinery. (a.) That the machinery of the vessel is sufficient for the service intended, and is in good condition. (b.) The time for which such machinery will be sufficient. (c.) That the engineer of the vessel possesses a certificate of competency as "Motor Engineer" from the Harbour Master of Hongkong or such other certificate as may be recognised by him.

3. The following additions to the Regulations contained in Table E shall apply to all Motor Boats in the Water of the Colony:—(a.) The examination for certificate of competency for engineers of motor boats (to be styled "Motor Engineers" shall be limited to the knowledge and management of the engines of motor boats. The several types of motors in the management of which each such engineer has qualified shall be noted on his certificate. (b.) It shall be lawful for the Harbour Master in such special cases as he may think fit to issue a permit to any motor boat carrying a certificated motor engineer who also holds a master's certificate under the rule in this Table to be under way in the waters of the Colony in charge of such engineer only. Such permit shall be in writing and shall be signed by the Harbour Master and shall be subject to the conditions therein contained.

Provided always that it shall not be necessary for any motor boat not exceeding 35 feet in length over all (and not plying for hire) to carry any certificated master or engineer.

We heard on July 29th, just before going to press, from a juryman who claimed "good authority," that the Officer Administering the Government had commuted the sentence on the four Indian murderers, recently condemned to death, to life imprisonment. We are somewhat reluctant to believe this.

SUPREME COURT.

Friday, July 26th.

IN APPELLATE JURISDICTION.

[BEFORE THE FULL COURT.]

LEAVE TO APPEAL.

The Hon. Mr. H. E. Pollock, K.C., moved for leave to appeal to His Most Gracious Majesty in Council from a decree of this Court dated 15th July, 1907, made in the suit of Long Kee v. Ng Wai, dismissing appellant's appeal against that portion of the judgment of his Honour the Chief Justice delivered on 27th June 1907, directing that appellants do not recover the costs of, and incidental to, the case but that the respondent recovers said costs. In doing so, he said that the motion was in proper form.

The Chief Justice—Do you come within the value?

Hon. Mr. Pollock—Yes, my Lord.

Mr. Slade—I am appearing to oppose.

The Chief Justice—What is the limit here?

Hon. Mr. Pollock—£500.

The Chief Justice—I think it is usual in such cases to state the exact amount.

Hon. Mr. Pollock—How can we when the costs are not taxed yet? We can state what our own costs are. Our submission is that we should not have been deprived of costs. Our costs alone come to \$4,500.

The Chief Justice—Of course you have a right to appeal to the Privy Council. No question of the nature of the appeal arises.

Mr. Slade—Oh, yes, my Lord.

Hon. Mr. Pollock—You cannot appeal to the Privy Council on the question of costs alone without appealing on the question of principle. We are therefore appealing on the question of costs.

The Chief Justice—It seems to me the point might be taken that judgment might have been given for the plaintiffs, each party paying his own costs, and you could hardly appeal from such decision.

Hon. Mr. Pollock—Oh, yes, my Lord.

The Chief Justice—There is no use letting it go forward unless it is clear we are on solid ground. Suppose the order had been that each party pay his own costs?

Hon. Mr. Pollock—We should not have appealed then: it is purely on the question of principle.

The Chief Justice—I suppose we must hear Mr. Slade.

Mr. Slade submitted that their Lordships had no jurisdiction in the case, arguing the costs were not a matter at issue in a suit but that they were only incidental to the matter at issue.

Hon. Mr. Pollock, in reply, pointed out that their Lordships gave appellants special leave to appeal to the council. Their case rested upon want of jurisdiction in the matter of cost.

Application adjourned for consideration.

THE BUILDING AUTHORITY v. PUNG CHUN-YUEN.

Judgment on the appeal on the question for costs in this case was delivered. The appellant was represented by Mr. M. W. Slade, instructed by Mr. D. V. Stevenson (of Messrs. Deacon, Looker and Deacon), and the respondent, the Building Authority, by Hon. Mr. H. H. J. Gompertz, Attorney-General, instructed by Mr. G. E. Morrell, Crown Solicitor.

His Honour said:—

The question of costs in this case is narrowed to a very fine point. By the Code of Civil Procedure, section 368, costs may be given against the Crown in proceedings under the Code; and the first question is whether sitting to hear this appeal the Full Court is sitting under the Code or not.

I think the Attorney-General has successfully established by "Exp. Woodhall Seaman v. Burlingame," and other cases cited by him, that these are criminal proceedings, and that the Full Court is sitting as a Criminal Court of Appeal; but as section 368 is drafted it does not say costs in Civil proceedings may be given for or against the Crown; but lays down a general principle, and therefore the question is more properly stated as I have put it, are we sitting under the Code of Civil Procedure.

Let us see how the matter stands.

By ss. 98 and following of the Magistrate's Ordinance 3 of 1890 appeals on points of law by way of case stated are allowed to the Full Court: that is to say the Full Court as constituted by ss. 22 and following of the Supreme Court Ordinance 3 of 1873. Section 23 provides that appeals from the Magistrates shall be heard before the Full Court. But ss. 394 and following of the Code of Civil Procedure deals only with appeals from decisions of the Judges of the Court; and therefore the Full Court in hearing appeals from the Magistrates is sitting under the Magistrate's Ordinance and not under the Code, and therefore s. 368 does not apply.

The next point arises under the Interpretation Ordinance 1897, s. 29 of which provides that no Ordinance, whether passed before or after the commencement of this Ordinance, shall bind the Crown, unless it is therein stated, or unless it appears by necessary implication that the Crown is bound thereby.

It should be noticed that this provision does not appear in the English Interpretation Act.

The argument resolves itself into this:—The Crown has no inherent right of appeal from Magistrate's decisions, and can only have a case stated in virtue of the Magistrate's Ordinance: the Crown cannot take one part of the Ordinance and not the other: therefore the Crown must be bound by those other provisions of the Ordinance which enable the Full Court to give costs: i. e. s. 106. Therefore this is a case of necessary implication within the meaning of the Interpretation Ordinance. Lord Campbell's judgment in "Moore v. Smith" supports this view, though the other judgments are not so clear on the point, as there is a reference to a power given to the Attorney-General in one of the sections of the statute, and it was because of that reference that the other judges thought that costs could be given against the Crown. Crompton J. said: "I am inclined to think that even without s. 4 (the section in which the Attorney-General is referred to) the Crown would be within the provisions of s. 6 (as to costs)". But he then proceeds to show that the Crown is certainly within s. 6 because of s. 4. There is nothing therefore but the inclination of his opinion.

"Thomas v. Pritchard" is not too clear either, because there again the Court seem to have been impressed with the fact that in the Summary Jurisdiction Act 1848, there were some sections in terms referring to the Crown, and it was from this fact that they inferred the implication or presumption that the Crown was to be in all cases under the Summary Jurisdiction Act bound by the provisions of the section as to costs.

"In R. v. Archbishop of Canterbury," there was a question of a writ of mandamus to the Archbishop, which the Attorney-General opposed as the rights of the Crown were affected. No order was made for payment of costs to the Crown: the principle of the common law laid down by Lord Campbell C. J. in "R. v. Beadle" that "the Crown never paid nor received costs" being acted upon in the case.

Then comes what I may call the indecision of the judgment. The Court will only decide the question before it, and will express no opinion on other matters. But as to them it may be said on the one hand the fact that statutes have been passed providing for the payment of costs to the Crown in relation to certain definite matters is "of some weight as an indication that express legislation was necessary in order to exclude the rule of common law. On the other hand, as incidental to department administration, there must often be litigation which does not directly affect any prerogative of the Crown, and as to which no good reason can be assigned for the denial of costs to the successful party. And the case of "Moore v. Smith" supports this view."

"R. v. Beadle" the standard case of reference is against the award of costs in the case of proceedings under a general statute with no reference to the Crown.

So much for the state of the law: as to the unsatisfactory nature of it I can only refer to Lord Campbell's judgment in the latter case.

But then comes this question. Is not the Crown mentioned in this Building Ordinance

through the references to the Building Authority, in precisely the same way as the Crown was mentioned in "Moore v. Smith" by the references to the Attorney-General. I think it must be so.

There is an important passage in Wright's judgment in "R. v. Archbishop of Canterbury" which throws some light on the question, and it is of considerable authority when we bear in mind that for some years Mr. Justice Wright was Junior Counsel to the Treasury when he became very familiar with such matters: "We express no opinion as to the writ of mandamus when it is applied for by or against the officers of Executive departments of the public service in relation to their statutory or other duties."

The grant of costs in such cases he thought as appears from the paragraph of this judgment cited above was warranted by "Moore v. Smith," and this seems to be approved in "Thomas v. Pritchard." Here the Building Authority is authorised to do many things on behalf of the Crown, and therefore within the principle above enunciated, we think that order for costs may be made for and against the Crown.

Mr. Justice Wise—I concur.

The Chief Justice added that costs would be given the Crown on the case stated, and costs against the Crown on the point of *res judicata*.

IN ORIGINAL JURISDICTION.

CHI WO AND CO.

v.

THE FUMIGATING AND DISINFECTING BUREAU.

Judgment was given in the action in which the plaintiffs claimed \$4,023, the amount of damage sustained by their steam launch "Hoi Po" in consequence of her having on the night of October 21st, 1906, struck the hulk "Stanfield".

Sir Henry Berkeley, K.C., instructed by Mr. A. C. Jackson (of Messrs. Johnson, Stokes and Master) appeared for the plaintiffs, and Mr. M. W. Slade, instructed by G. K. Hall Brutton (of Messrs. Brutton and Hett) represented the defendants.

His Honour said:

The first question I have to decide in view of the Assessor's answers to the questions I put to him is—Was the wreck of the "Stanfield" lighted or not? If this is answered in the affirmative the plaintiffs must fail.

I therefore proceed to examine the statements on one side and the other.

For the plaintiff:

Pang Cheung, the coxswain in command of the "Hoi Hau," said that he came across from Hongkong once a week to coal at Mong Kok, leaving Hongkong about 7.30 p.m., that he was accustomed to see the red light on the "Stanfield" that on the night in question he left for coaling at 7.45. He was steering, and knowing that he was going in the vicinity of the hulk he told a sailor to look out for the light. He didn't see the light, came into collision with the hulk, and found no light on her: and that he warned the "Hoi Ho" people about it. His description of the light which he says he saw on other nights was that it was low on the surface of the water: that he didn't know how it was carried, and not so high as a launch light.

Mr. Logan going in a launch to dine in the Volunteer camp on Stonecutters, left Yaumati Ferry Wharf at 7 p.m. He said that he knew where the wreck was: it was almost in his course and that there was no light on her at 7.10. He is certain about it as he was almost on top of her and the coxswain had to swerve to avoid her.

Mr. Kynock, who accompanied Mr. Logan, gives the same version.

To Kai, the coxswain of Mr. Logan's launch, says he left Yaumati at 7.15, that he passed the hulk and there was no light on her: and that returning from Stonecutters he passed again at 8.15 and again saw no light. He confirms the sheering off in order to avoid getting on the top of the hulk.

A Sam, the lookout man on the "Hoi Hau" says that the coxswain told him to look out for wrecks, that he saw none, and that they went on to the wreck which was not lighted. He returned on the "Hoi Po," and being told to look out for wrecks and red lights did it, but didn't see any: that they went slow, then quicker, and

so on to the top of the hulk: they were going half speed at the time. He had seen the red light on previous occasions when the launch went for coal: it was one foot above water.

Chan Woon, the managing partner of the plaintiff firm says that having got across in the "Hoi Po" in search of the "Hoi Hau," having left Hongkong at 10 p.m. he started back. He knew the neighbourhood and was afraid the hulk was there, and the captain of the launch said he'd look out carefully. "We started; then stopped: and, after the third or fourth stop, we struck the hulk." He was at the bows and asserts positively that there was no light. He described his search for the "Hoi Hau" reported to be on the hulk; he was on the bridge, and knew whereabouts the hulk lay. He says he couldn't see her, which I take to mean he saw no light.

Kwok A Man, the Captain of the "Hoi Po," had passed the wreck before at night, and had seen her lighted; but she was not lighted when he ran on to her. Starting on the way, he says, we went slowly and looked about, we were afraid of that wreck. The sailors said there was nothing seen about, we put on a little more speed, then came upon her, there was no light on her. We went straight out, heading towards the wreck, there was no other way i.e. through the junks.

So Tsap, a sailor on "Hoi Po," said on our way back to Hongkong, we started, stopped, went on and in a short time collided with the wreck. I was on look out at bows, and there was no light on the wreck.

Chow Wan, coxswain of the "Kam Hung" launch, who assisted in getting the launch off, said there was no light on the wreck.

For the Defendant:

Mr. Major, a licensed Hongkong pilot, said that the "Stanfield" was the only wreck lighted: that a big junk sunk in the fairway was not lighted.

Captain Parsons, in charge of the "Altacoa" another hulk of Defendant Company, moored about half mile S.S.W. of the "Stanfield," says on coming on deck, at 7.45 and 8.30 he saw the light on the wreck. After 10, being roused by blasts of whistles he came on deck, looked for the red light on the wreck and didn't see it. His lamp had been blown out by the wind, so that he did not look at the clock to see the time accurately. Prior to this evening he had seen the light regularly: he gave the occasions, and said it was his business to see that it was there; he had instructions to keep an eye on it, and he would have reported it, if he had not seen it.

Mr. Wright, an employee of the defendant Co., says that being on board a launch which left Yaumati Ferry Wharf for Hongkong at 8.20, with his friend Sergeant Gordon, he pointed out to him the red light where the hulk lay: he was well acquainted with her position, and was quite sure it was the "Stanfield."

He identified the lamp which he himself had purchased: and had arranged through his 'coolie' for its being lighted by a sampan man. It was 7 or 8 feet above the water on a pole and was a first quality lamp.

Sergeant Gordon corroborated the last witness as to his having been shown the red light which the witness had told him was the "Stanfield."

Yung Yan, the watchman on the "Altacoa" said he saw the light, going his rounds at 7, 8, 9 and 10, which was before the collision, but didn't see it after the collision. He had not heard whistling previously.

Finally, Chang Hung, foreman of Messrs Wilks & Jack who were engaged in salvaging operations, went that night at 10 to see things all safe: he went in a small sampan and saw the light on the wreck. Before he got up to it he saw a red light going quickly like a launch, and when he got up he saw a vessel in collision: and then there was no light on the "Stanfield."

Nothing is so difficult as to give a finding on a question of fact when the evidence is as conflicting as it is in this case, except perhaps giving the reason for the finding. It is quite possible that the lamp may have been lighted that evening, it is also possible that the lamp was blown out (the wind was quite fresh enough to blow out the lamp in Mr. Parson's cabin); but whatever may have been the cause after

weighing all the evidence in as careful a way as possible I have come to the conclusion that the lamp was not alight at the time the "Hoi Po" ran on to the wreck. This leaves the question of contributory negligence to be decided. I have to assume for this purpose that there was a duty on the defendant to light: without giving a decided opinion on the question I am inclined to think there was in the circumstances. Anyhow I must assume it, and that there was negligence in not keeping it alight. Now the law as to contributory negligence is this: the plaintiff cannot recover, if with ordinary care, he could have avoided the consequences of the defendant's negligence because his negligence has contributed to the collision: but secondly, if the defendant in his turn could, with ordinary care, have avoided the consequences of the plaintiff's negligence, then the plaintiff can recover. There are duties cast on both sides—the plaintiff, to avoid the consequences of the defendant's negligence; the defendant, to save the plaintiff from himself, if he is able. It is obvious that these two duties do not arise simultaneously but consecutively. You cannot say that the plaintiff was guilty of contributory negligence in running on to the unlighted hulk in the way he did, but the defendant could have avoided the consequences of the plaintiff's negligence by lighting the hulk. This seems to involve a slight confusion between post and prompter. Well now what is the evidence? I have some difficulty in determining how much of the hulk really was visible above water, even in ordinary circumstances; though I have little doubt that both Mr. Major and Captain Parsons stretched their imagination very far when they said that what was above water would have been visible on a clear windy night 3 to 500 yards according to the former, 200 yards according to the latter. I agree entirely with the Assessor when he says that, with a good lookout and a strong wind blowing, they should have seen the break of the water at least a launch's length off but no more. It was a windy night and I assume, as the plaintiff says, that there was a good lookout. But assuming, as I do, everything most favourably to the plaintiff, the evidence of the people on the "Hoi Po" shews clearly what happened. "We went slow, then quicker, and so on to the top of the hulk: we were going half speed at that time:" this is one version. "We started and stopped, started and stopped again, and after the fourth stop we struck the hulk:" this is another version. "We went slowly, and the sailors saying there was nothing to be seen, we put on a little more speed, then we came upon her." This is another: and they really all agree in this one fact that they were going at the time of the collision at a higher rate of speed than when they were merely watching for the hulk. I think they had given up watching for it, thinking they were past. What the rate was is shewn by the position of the "Hoi Po" on the hulk. Half speed is admitted: the evidence of what I may call expert evidence shows that it was more nearly full speed. This view is supported by what happened to the "Hoi Hau": She was going slow, and did not get on to the hulk so badly but that she could not be got off without damage. The plaintiff was going too fast at the time of the collision: the fact which makes this a negligent act is that he knew the wreck was there or thereabouts, and he was therefore bound to exercise all the greater vigilance in looking out, and the greater caution in navigation. He went ahead, whether full or half speed does not much matter, too soon, thinking himself clear of a wreck which he knew was there, and in doing so he committed an error of judgment which, in my opinion, is sufficient to support the plea of contributory negligence. Judgment must therefore be for the defendant with costs.

A MINOR'S PLEA.

In the action Lee Lung v. Tan Man Hing, his Lordship found that plaintiff had falsely represented himself to be of full age when he obtained the money from defendant, and ordered that defendant deliver up the mortgage deeds on payment of a sum of \$10,000 by plaintiff. In default of plaintiff making this payment the action to be dismissed.

A similar order was made in the case where the same plaintiff proceeded against Li Ki Mun on a like suit.

Full texts of judgments will be given later.

INSURANCE CASE.

Judgment for defendant was entered in the action Hip On Marine Insurance Company v. Hang On Marine Insurance Company, Ltd.

Full text of judgment will appear later.

SPECIAL CASE.

His Lordship found for Lau Chung Wood and Lam Choy against the Standard Oil Company.

IN ORIGINAL JURISDICTION.

BEFORE THE CHIEF JUSTICE (SIR FRANCIS PIGGOIT).

A MINOR'S RIGHTS.

Judgment was delivered in the case in which an application was submitted on behalf of Li Cheung Shi (mother of Li Leung, a minor) to have an indenture of mortgage made between Li Leung and Tam Min Hing declared null and void, that the indenture be cancelled, and that the registration of the mortgage be expunged from the register. Mr. M. W. Slade (instructed by Mr. Harding) represented plaintiff and Sir Henry Berkeley (instructed by Mr. Otto Kong Song) represented the defendant.

His Lordship said:

By the policy of our law an infant is allowed to eat his cake and have it: and that is what this quondam infant has done and wants to do. And the wisdom of the law is such that when the infant has obtained the relief from his fraudulent behaviour which the law grants him, the Courts have not, so far as I know, any power to tie up the property for the benefit of those whom it of course desires to protect—the wife and children if any—but he being of full age may play ducks and drakes with it a second time. Why the policy of our law, which is framed on the scale of the assumed lack of intelligence and necessities of British infants, should be applied to Chinese infants I fail to understand; and I must in the first place express my regret that the question of ascertaining the law as to Chinese full age was not gone on with in this case. Here is a Chinaman domiciled in China who borrows money from another Chinaman on a statement which from one point of view was false, that he was of full age. Of course the facts that the transaction took place in a solicitor's office in the Colony, and that it related to house property in the Colony, makes it appear more reasonable that the question should be tried in this Court: moreover the peculiar relief asked for obviously could not be obtained anywhere else. But the question involved might well arise in another kind of action, and where these peculiar circumstances were not present, and the discussion must have followed the same, as I think, inappropriate lines. Inappropriate because the whole law on the subject is framed on a non-Chinese scale. Full age with its English legal consequences is adopted to British subjects and persons of any nationality who have so far adopted our laws of personal status as to become domiciled amongst us. I do not know what 'full age' is in China, nor even if the Chinese have any term of age which connotes consequences at all resembling those attached to non-age and 'full age' in the English sense.

Speaking generally I should think that the whole law of infancy in its many ramifications, penalties and remedies is inappropriate to the Chinese, and I do not see what the Courts of the Colony have to do with the matter. They are not institutions for proselytising the Chinese in legal matters and it is worthy of note that in the Summary Jurisdiction the plea of infancy is not allowed to be raised.

However in this case I must take things as I find them: the plaintiff professed to mean that he was over 21 when he said he was full age, and to understand the consequences attaching thereto by English law: and the defendant, whose husband hails from Australia certainly was possessed of the same amount of information. In this case, being now of age, this plaintiff has, in order to show how entitled he is to the protection of the Court, advanced some, to my mind, inopportune arguments. It is necessary to recount the proceedings in these actions. They were commenced by his mother in his name as his next friend. Presently, coming of full age, the suit is continued in his own name. That is to say nominally he has become plaintiff: but only nominally, for the

spirit of the plaintiff's mother is obviously still brooding over the proceedings. The arguments advanced by his learned Counsel were such as a mother might legitimately use on behalf of her infant, but are quite inappropriate as coming from him, a man of full age, who must appear before the Court standing on his own legs, unsupported by maternal proppings. The arguments which he advances in favour of the relief he prays must be such as are appropriate to a man with moderately clean hands.

At a certain point in the proceedings some highly improper pressure was brought to bear on him by the husband of the defendant to induce him to change his solicitors and discontinue the action, which he did. I shall have presently to consider what consequences must follow from this. But the matter having been brought before me in Chambers in a proper manner by the solicitors on the record: it was agreed that I should examine the young man, and make such orders or suggestions as the circumstances of the case might seem to require. I did so, and having come to the opinion that the change of the solicitors has been induced by devices on the part of the husband of the defendant which I could not countenance, but which were unknown to the solicitor to whom Li Leung had gone, he adopted my suggestion, and very properly abandoned his retainer: the original solicitors reverting to their original position. But a prolonged examination of Li Leung induced me to come to the conclusion that he did then quite honestly and sincerely desire to repay this money, because he had had it and used it. I was also convinced that however much his feelings might have been played upon by Lui King Chi, he was, naturally perhaps, in mortal terror of his mother. What he said to me obviously however, did not amount to a ratification of his contracts: but I am clear that a combination of terror of his mother, and a cupidity excited by a prospect of getting his mispent property back again induced him to take up a new position in the witness box. And that is the only thing I can now have regard to.

It is clear that he fell among thieves: but he was not so blind as not to have understood what he was doing. I have no doubt that he was, if not quite a willing, at least not an unwilling tool in their hands. But he now wishes the Court to believe that the defendant was included in this gang of thieves. I cannot believe this on mere suggestion, it must be brought home convincingly to my mind. There is no doubt that some of his accomplices accompanied him to the solicitor's office, and thereupon I felt bound to stretch the law of evidence very much in his favour. I admitted his statements as to what took place in the solicitor's office, because the defendant was present. She would have been present if she participated as alleged, and therefore the evidence was admissible: even to the extent of what took place in the other room, a man having, as he says, called him out of the room, and there helped himself to part of the proceeds: and even to the extent of introducing the story of the promissory notes. But admission of evidence is one thing, deducing from it the inference that the defendant, though present, participated in, or knew what was going forward is quite another thing. I think I was right in admitting the evidence for what it was worth: and I am now of opinion that it proves nothing. I cannot do otherwise than accept the statement that the money was handed over in full, and with no promissory notes surreptitiously introduced into the bundle, in the presence of the solicitor, that it was counted by Li Leung, who said it was all right. What other evidence is there or facts from which I might infer what I have been asked to infer? the haste with which the mortgage was put through: that is entirely the affair of the solicitor, and I am not going to find him mixed up in the fraud—the high rate of interest: well that is usury: and usury is usury and nothing else, but this was not argued. I shall have something to say presently as to the examination of the deeds, but this has no bearing on this part of the case. Then there is the subsequent conduct of the defendant's husband in exerting improper influence on Li Leung to discontinue the action. I cannot however much I disapprove of it, give it such a retroactive effect as I am asked to.

I now come back to the point from which I started. These suggestions, and I am very far from saying that they are not reasonable suggestions, from this point of view, set up a case of suspicion to the mother, who is obviously in ignorance of the real facts, and Counsel for the mother might rightly have insisted on the matter being proved to the bottom. But the case is the case of Li Leung, and if he will forgive my pointing it out to him, the learned Counsel for this plaintiff pitched the case altogether too high. He now represents his client, and this man, with a full knowledge of all the frauds in which he has participated, has no right to come forward with a case of suspicion. What he knows he may prove: as to what he does not know he must keep silence. Now as to the law of infants relief, I derive the following principles from the decisions:

In the first place I cannot understand "Lemprière v. Lange" from the report of the case. All that is said is that "the plaintiff cannot at the same time claim to have the lease declared void and to make the defendant liable for use and occupation", which conveys no reason to any one's mind. But Jessell M.R. referred to the decision in a later "Exp. Jones v. Jones." He said "use and occupation is founded on an implied contract". How can the Court imply a contract as against a person who is incapable of contracting? With the greatest respect for so eminent a Judge I can only say 'why not?' It is at best a brilliant repartee which has the appearance of having logic on its side: but I very much doubt its logical soundness. The contractual implication was for the technical purpose of action only, and depends on no principle. They are fictitious contracts, says one learned author: they are not contracts at all, says another very learned author. The law, as stated, implies that a boy may go into a railway refreshment bar and help himself, walk out without paying, and then plead infancy if he is sued in the County Court; which seems to me as opposite example of what the law really is as the "infant orange sellers" referred to during the argument in that case.

The decision in "Exp. Jones" was that you could not file a bankruptcy petition against an infant because, being an infant, there was no debt in respect of which the petition could be filed. That is an intelligible deduction from the law of infancy.

But this was also admitted, that if a man who is apparently of full age—stress is laid in some cases on the appearance, which is supposed to put the other party on his guard—represents that he is of full age, the person to whom he makes the representation may well be deceived by it. An infant is capable of committing a fraud in equity just as he is capable of committing a crime, and may be made liable for it. But the authorities shew that there must be an express representation and one which would naturally deceive the person to whom it is made.

It has been decided that in a subsequent bankruptcy after the infant has come of full age, the person who has been defrauded may prove for the equitable liability resulting from the fraud. For reasons which he explained the M. R. said he did not understand how these decisions came about, but he expressly said he did not wish to be taken to be overruling them. Therefore he agreed with the principle on which they were based.

The only other principle established in the case is that the representation of full age is not to be inferred from the mere fact of trading, which is germane to the present enquiry in the fact that it emphasizes the importance in law of the representation—"If that were not so it would destroy the whole law on the subject and the protection afforded by it to infants."

There was such a false representation by the plaintiff in this case that he was of full age, and I have no doubt that it was acted on by the defendant. I have therefore to deal only with those cases in which the effect of a false representation has been considered. I have read the very long judgment in "Stikeman v. Dawson," and the kernel of it lies in this sentence. "The notion of charging a man in equity after his majority, upon a purchase or sale or contract made during his minority merely because without any false assertion by him, the other party believed that he was not a minor, believing so

on the ground that adults only could with propriety have such dealings, is contrary to principle, is of dangerous consequence, and is not established by authority." The facts being different the case has no bearing on the present. "Nelson v. Stocker" deals with the case of representation a little more closely. The Lord Justices had no doubt that, if the case had really been one of false representation, there would have been no doubt about the matter, and the infant would not have had relief. "Infants are no more entitled than adults to gain benefits to themselves by fraud." But the case is different where the person to whom the representation is made knows it to be false; then the policy of the law in protecting infants is not to be broken in upon. "If the contracts of infants with persons who know them to be under age are held not to be binding, upon the ground that the infants represented themselves to be of age, there will hardly be a case in which the plea of infancy will be of any avail, and the door will be open to all frauds against infants from which the law was intended to protect them. The privilege of infancy is a legal privilege. On the one hand, it cannot be used by infants for the purposes of fraud. On the other hand, it cannot, I think, be allowed to be infringed upon by persons who, knowing of the infancy, must be taken also to know of the legal consequences which attached to it."

"Johnson v. Pie" was much relied on by the plaintiff. The action was to recover £3000 lent to the defendant, who was therefore to mortgage certain lands, affirming himself to be of full age and so intending to deceive the plaintiff, being in appearance a man, but alleging himself now to be but 20 and a half. The report is not too clear but it is thus referred to in "Liverpool Loan Association v. Fairhurst" In the case of an infant it was held that he could not be made liable for a fraudulent representation that he was of full age whereby the plaintiff was induced to contract with him, for it was said that, if the action should be maintainable, all the pleas of infancy would be taken away, for such affirmations are in every contract. The emphasis is on the last comment, which I shall refer to presently but before adopting the decision to the present case we must see what it really decides.

The action in the "Liverpool Association v. Fairhurst" was for a tort against a husband and wife in respect of a false and fraudulent representation by the wife that she was a feme sole at the time of signing a promissory note. The same principle was therefore involved as in the case of an action for tort in similar circumstances against an infant—the case of "Johnson v. Pie."

These cases are part of the law of torts, as to which the law is briefly this: infants are liable for torts generally, but they are not liable for fraud inducing contracts. If an infant enters into a contract with respect to goods and they are delivered to him he will not be held liable in trover and conversion for them, "for in this way all the infants in England would be ruined" (Manby v. Scott, 1 sid. at p. 129). Nor in an action for deceit or fraudulent misrepresentation where the fraud as to being of full age had induced the contract (Barllett v. Wells, 1 B. & S. 836).

But this is an entirely distinct branch of the law and has no connexion with actions such as the present which are based on the equitable jurisdiction of the Court, except with regard to that sentence which I have already referred to in "Johnson v. Pie" such affirmations are in every contract and it may be that this reason should extend to this class of cases, because, if the claim based on infancy were not to prevail, the law for protecting infants would be swept away. But it was precisely this consideration which was present to the minds of the Lords Justices in "Nelson v. Stocker." There would hardly be a case, they said, in which the plea of infancy would be of any avail, unless, not that all the contracts they enter into are set aside, and they be given redress—but unless the law as to their privilege be broken into only upon substantial and sufficient grounds. And the authorities are to the effect that where there has been a false representation by the infant as to his age and the person has honestly and bona fide believed the representation and

acted on it to his own detriment then the protection of the infant is taken away except on condition that he himself redress the damage the granting him relief would cause.

I have left out the recent case of "Lodge v. National Investment Co.," which except for the intervention of the Money Lenders Act 1900, very much resembles this case in principle, though it was not a case of infancy.

The learned Judge referred to decisions under the old usury laws, and applied the principles of those decisions to the case before him, where the defendants, though money-lenders within the meaning of the Act of 1900, had not registered as the Act required.

The order made briefly was for recovery of the documents on which the money was advanced on payment by the plaintiff to the defendant of the money he had received: the principle is precisely the same as that on which Nelson v. Stocker was decided. He said "I do not think it is either *aequum* or *bonum* that the plaintiff, who has had the benefit of the £1075 and who is relying on the illegality of the contract and the exception enabling him to sue notwithstanding such illegality, should have relief without being put on terms by which both parties may be restored to the positions they occupied before the transaction commenced."

So much for the law.

The cases as I read them shew that the plaintiff having falsely represented himself to be of full age cannot get the mortgage set aside without putting the person who has been misled into the position he would have been in but for the false representation. But that presupposes clean hands on the part of the defendant. Having come to the conclusion that there is no evidence which would justify me in holding the defendant to have been connected with the rascality which took place, I have to limit this part of the enquiry to what took place immediately prior to the advance of the money, and this requires very nice discrimination because it involves a criticism of the conduct of a solicitor of the Court.

What took place was this. Acting as solicitor for both parties his client Li Leung said he was of full age, but that his title deeds were in Canton. Thereupon having examined the memorials at the Land Office he required on behalf of his client Tam Man Hing, a declaration from Li Leung as to his age. He then appears to have put the case to the defendant, not advising her, but asking her if she was prepared to advance the money on these terms. She assented. I should have preferred the solicitor taking more responsibility, and advising that it was not safe to advance the money without seeing the deeds, but I cannot go to the extent of saying that he was wrong in doing what he did. And I certainly cannot attribute any ulterior and sinister design to him in getting the declaration from Li Leung. The reason why, on the face of it, he should have as I think advised a delay pending the production of the deeds was the great hurry in which this young man was, even though he were of full age, and the possibility of there being an unregistered mortgage on the property, which would have entailed litigation. He took the registration memorials as proving the title of Li Leung and the non-existence of any other encumbrance. But the curious part of the case is that what he would have discovered was deeds of 1888 and 1895 apparently in perfect order, signed before an old practitioner of the Court. But then, had he reflected, as he would have reflected, for a moment, he would have come to one of two conclusions—either that Li Leung was not the actual person who had signed these deeds, for if they had been duly executed he would have been at least 31, or that there had been personation, the solicitor before whom they were signed having been deceived, and that Li Leung was not the owner of the property at all. A little more consideration might have led him to the further conclusion that the personation was so far harmless, that it was contrived by the other for the benefit of his two infant sons. Whatever the ultimate conclusion to which he might have arrived he would at least have paused, and then it is more than probable that this fraud would not have been committed. But the fact which underlies the whole of this aspect of the case is that the existence of a system of land registration in the Colony is deceptive. If it implied what registration

usually implies, that it is complete evidence of title, then a reference to the register is all that is necessary. But it does not mean this, and therefore the production of the title deeds is as necessary in the Colony as it is in a place where there is no registration and I think in this, though the result would have been so completely unforeseeable, the solicitor should have exercised greater caution. On the whole therefore as there was a false representation by Li Leung as to his being of full age, and as there was nothing in his appearance to lead the lender to suppose he was not of full age, I think the utmost I can do is to make an order for the delivery up by the defendant of the mortgage upon payment to her by the plaintiff of the sum of \$10,000: and in default of the plaintiff making this payment the action will be dismissed. I do not think viewing the whole circumstances connected with the mortgage that I am justified in depriving the defendant of her costs. But as to the subsequent proceedings by Lui King Chi, I must hold the defendant, his wife, to be affected by them, and I order her to pay all the costs incidental to the proceedings consequent on the change of solicitors and restoration of the former solicitors to their original position on the file.

I have tried to make out what section 5 of 1856, The Usury Laws, means, but cannot do so. The plaintiff cannot get off without any interest, and the Court cannot encourage by enforcing an usurious rate. The plaintiff therefore to pay 8 per cent. interest up to judgment and the usual rate to run on the judgment. Six months for redemption.

LI LEUNG v. LI KI MAN.

His Lordship read his judgment as follows:

In the second case, that against Li Ki Man, there is very little to be said, as the facts are much simplified, and many of the same considerations apply.

Li Leung employed Mr. Otto Kong Sing as his solicitor to secure a second loan on the property. He says he did not. Mr. Kong Sing went into the box and stated that he did. He was not cross-examined, and I see no reason why I should disbelieve his statement. Much stress was laid on the fact that I admitted evidence to the effect that Li Ki Man had seen his solicitor who reported to him that there were two documents, one that Li Leung was the son of Li Ti Pan, the other that he was of full age: that the solicitor had said that the documents were all right, so he lent the money: and I was pressed to reconsider my decision: which I have not the slightest objection to do. The question being whether the defendant had lent the money on the faith of representations made by the borrower, but which were not made directly to him, and the further question being clearly involved in this action whether he acted fraudulently and in bad faith, it seemed to me to be part of the "res gestae" to enquire of him what the information was on which he acted. On reference to Taylor, although the case cited in support of it differs in many respects from this, the admission of the evidence seems to fall within the principle given in sec. 576 "If the question to whether a party has acted prudently, wisely or in good faith the information on which he acted, whether true or false, is original and material evidence." If this evidence were not admissible the defendant could not be asked the question which is vital to his defence in the action, but the solicitor must be put in the box to prove what he said to his client, which possibly he might refuse to answer on the ground of professional privilege; and he then might be cross-examined with a view to showing that he should not have given the advice he did, which is hardly germane to the issue. I, in fact disallowed a question put in chief to Mr. Kong Sing whether he gave inspection of documents to the defendant's solicitor, on the ground that it was within the privilege of his client.

On this state of the case plaintiff's counsel contended that there was no evidence of any representation by the plaintiff to the defendant as to his age. Take a simple case. A borrower authorizes his solicitor to procure him an advance on mortgage of his property and to tell the lender, through his solicitor, that he is of full age: whereas he is not. If the rules of evidence were as they were contended for, the plaintiff has only to go into the box to deny the fact, and everything

else is shut out. But in this case it was understood that the whole evidence was not to be repeated in the second action. Without stretching this understanding unduly I am of opinion that I am justified in finding as a fact that Li Leung instructed Mr. Otto Kong Sing to conclude a second mortgage on the same conditions as the first: and that this was an express authority to his solicitor to show to Li Ki Man's solicitor all material documents on the faith of which the first mortgage had been concluded, and that his solicitor did so.

I am not prepared to say that the solicitor for the defendant was wholly wise in what he did: the point of adverse criticism here is that at the time of the conclusion of this mortgage Li Leung's promise to get the deed from Canton had not been fulfilled. Mr. Kong Sing should undoubtedly have paused before allowing the second mortgage to be concluded; but the remarks I have made on this subject in my former judgment apply here, and, I think, I am right to assume that he informed the defendant's solicitor of the state of the case, and that he acted as Mr. Kong Sing had already acted. The evidence is clear that the money was paid to, and accepted by, Li Leung in full. I do not think there is any evidence to connect Li Ki Man with Lui King Chi's subsequent conduct, although the pressure exerted on Li Leung was to withdraw both actions, which he, in fact, did. The order must be the same in this as in the previous case.

Monday, 29th July.

IN BANKRUPTCY.

BEFORE MR. A. G. WISE (PUISNE JUDGE).

APPLICATION FOR DISCHARGE.

The application for the discharge of Shan Cheung again came on for hearing. Mr. Goldring (of Messrs. Goldring and Barlow) appeared for the debtor, Mr. J. Scott Harston (of Messrs. Ewens and Harston) for Messrs. Shewan, Tomes and Co., creditors, and Mr. O. D. Thomson, for the petitioning creditor.

His Lordship said he would not grant the discharge except on certain terms.

Mr. Goldring—The terms agreed upon are that judgment should be entered against the debtor, and that he pay 30 per cent of his future earnings.

His Lordship—If I discharge the man how are you going to get his profits? That is what I pointed out before.

Mr. Goldring—The suggestion is Mr. Harston's, and my client is agreeable to it.

His Lordship—I am not going to make such an order. I will suspend his discharge.

Mr. Goldring—It is quite satisfactory to me, but perhaps your Lordship would like to hear Mr. Harston on the matter.

His Lordship—Mr. Harston should be here. If I suspend the order of discharge I can make no order as to earnings. What I wanted you to consider and asked you to consider was, supposing I grant the order, what is the good of it to you?

Mr. Goldring—It is good for what it is worth. It is an order of the Court and can be brought up again before your Lordship. Mr. Harston is not here, my Lord.

His Lordship—He ought to be here. What do you want?

Mr. Goldring—I want the man's discharge.

His Lordship—I cannot make that order. The order for discharge is suspended for two years.

Mr. Goldring—That means that the man is discharged from prison.

His Lordship—Yes. I pointed out to you the other day that if the man was kept in jail he could not earn anything.

Later, Mr. Harston appeared and asked his Lordship to hear him.

His Lordship—I'll hear you, but I won't alter my decision.

Mr. Harston—As a matter of fact I had to go to a dentist's to have a nerve stopped.

His Lordship—I'm awfully sorry.

Mr. Harston—I would like your Lordship to hear me.

His Lordship—How can I? I've ordered the man's release from jail.

Mr. Harston—But with regard to his future earnings.

His Lordship—He hasn't got any.

Mr. Harston—But he may have some.

His Lordship—Last week I explained the difficulties I was in, and asked you to be here to-day.

Mr. Harston—I have explained the reason, and would ask you to hear me.

His Lordship—Nobody can delay or adjourn the Court but the Court. That is laid down.

Mr. Harston—It was my misfortune not to be here, but I wanted to explain that we had arrived at an agreement that 30 per cent. should be paid out of the debtor's earnings.

His Lordship—Supposing he came before the Court next month and said he earned \$5 or perhaps \$50. It would take the shroff all his time to find out what he had earned.

Mr. Harston—If your Lordship holds you will not do it—

His Lordship—No, no.

APPLICATION TO EXPUNGE PROOFS.

Re Lee King-shek ex parte Pang Shin-tong.

Mr. G. K. Hall Brutton (of Messrs. Brutton and Hett) applied to the Court on behalf of the Trustee in Bankruptcy, to expunge the proofs of the Yan On Insurance Company, the Fat Kee and the Heung Shan. Hon. Mr. H. E. Pollock, K.C., instructed by Mr. Hursthouse, (of Messrs. Deacons and Bowley), and Mr. P. M. Odgson, H (of Messrs. Deacon, Looker and Deacon), appeared to oppose the application.

Mr. Brutton referred his Lordship to section 2 of the Bankruptcy Ordinance for the interpretation of secured creditors. He said that in an issue tried sometime ago between these parties and a man called Chan Wai-chin, his Lordship the Chief Justice held that these people had no pledge on the property which was in the possession of the Trustee. The position was that they were to wait and see the result of that issue before the trustee came in to see if he had any right to the property as against Chan Wai-chin. In that case it was decided that Chan Wai-chin, as against the other three parties, was entitled to the money as representing the flour. The question then came on as to whether the trustee could proceed with the trial of the issue as against Chan Wai-chin, but so long as these three parties were on the file as secured creditors he could not, as his action had to be for the benefit of the general body of creditors. They therefore wished these people to substantiate their claims or withdraw. They had offered to withdraw on terms to which the trustee could not agree. It had been held by the Chief Justice that they had no mortgage or pledge and it was clear they could have no lien, so the only point was as to whether they had a charge on the property.

Mr. Pollock said he was in the case which came before the Chief Justice, and he thought Mr. Brutton was not sufficiently familiar with the judgment. The Chief Justice held that his client had a charge as against the bankrupt. Then he went on to hold that inasmuch as the bankrupt had sold property to somebody else, and as the sale was purely a personal matter, it would not affect the purchase from the bankrupt. Later the Chief Justice said that the matter had now passed into the region of bankruptcy, but as the trustee was a party to the issue further questions could be debated as arising out of the issue. Therefore it looked as if the learned Chief Justice imagined that as between his client and the trustee there would have been further argument before him.

His Lordship (to Mr. Brutton)—What do you propose to do?

Mr. Brutton—The trustee cannot proceed to fight the issue for the benefit of these three creditors. Before taking the next step these three creditors must substantiate their claims.

His Lordship—You've got a step missing.

Mr. Brutton—No, my Lord, but he cannot proceed so long as these three men are on the proof as secured creditors.

His Lordship—Their proofs are in?

Mr. Brutton—Yes.

His Lordship—And you've accepted them?

Mr. Brutton—They have been accepted.

His Lordship—Well, where are you now? You've accepted them, and now you want to turn them out.

Mr. Brutton—They are formally bad, my Lord. They have not valued their securities. We want them expunged on the ground that they have no charge.

His Lordship refused the application with costs, which are to come out of the estate.

APPLICATION FOR A PAYMENT OUT.

Lam Pak-leung ex parte Lam Woo.

Mr. Pollock, instructed by Mr. F. X. d'Almada e Castro, moved on behalf of the Yee Shun Hen Kee firm, execution creditors of the debtor in original jurisdiction, action 314, of 904, who obtained a charging order on March 5th, 1906, under section 25 ss. 2 of the Partnership Ordinance of 1897 upon the interest of the debtor as a partner in the Hop Yik firm in the partnership property and profits of the said firm, for an order that the sum of \$3,000 which was paid on December 6th, 1906, to the Official Receiver, and which said monies formed part of the interest of the debtor as a partner in the partnership property and profits of the said firm, be paid by the Official Receiver to the said Yee Shun Hen Kee firm.

Mr. Pollock stated that Lam Woo paid into Court a sum of \$3000 as representing defendant's interest in certain property in the Hop Yik firm which belonged to the defendant as a partner in that firm. The affidavit of Mr. Almada showed that defendant kept out of the way to avoid execution. He submitted that they had obtained a good order, and that it must stand because it was prior to any date to which the title of the trustee in bankruptcy would relate.

His Lordship adjourned the case for consideration of the authorities quoted.

Tuesday, July 30th.

IN ORIGINAL JURISDICTION.

BEFORE SIR FRANCIS PIGGOTT (CHIEF JUSTICE).

A SPECIAL CASE.

The Chief Justice delivered judgment in the special case in which Lau Yeong Wood and Lam Choy were the plaintiffs, and the Standard Oil Co. of New York the defendants. The dispute concerned the reclamation at Laichikok with the building of a seawall there, it having been alleged by the Standard Oil Company that the plaintiffs did not proceed with the work with the required expedition and they, in consequence, took the work out of the plaintiffs' hands.

Mr. M. W. Slade, instructed by Mr. Hastings, appeared for the plaintiffs, and the Hon. Mr. H. E. Pollock, K.C., instructed by Mr. Atkinson, of Messrs. Deacon, Looker and Deacon, appeared for the defendants.

His Lordship said:—

There is a point of practice arising with regard to this special case which it is advisable that I should take this opportunity of settling.

I prefer the form given in Chitty to that given in Daniell. I think the writ and pleadings in the action must be impliedly incorporated in the case without special reference: but any other documents, or interlocutory judgments, to which it is intended to refer must be incorporated.

I wish also to add this: I cannot agree that although undoubtedly a special case is a matter of agreement between the parties, therefore the Court is entirely bound by its terms.

The Court clearly should not interfere with the agreement between the parties so as to introduce other documents: but it must have a control over the agreement. It is entitled to know what the effect on the action of the opinion on the special case will be: and I can conceive a case occurring where the Court might refuse to entertain a special case on the ground that it is irrelevant to the action. This is, of course, an extreme case but I mention it as I think it was suggested that the Court was bound to hear any special case which the parties chose to put before it: a proposition to which I feel bound to demur.

In this case a building contract was entered into between the plaintiff and defendants for the construction of certain works at Lai Chi Kok. Mr. Danby was the Architect and Engineer and Arbitrator and he had all the powers which are usually conferred by building contracts. Among other powers he had one (cl. 10) which allowed him to suspend the works or take them out of the contractor's hands, in the event of the contractor failing to comply

with orders given by the engineer, or of his not proceeding in the performance of the contract with the expedition required in the opinion of the engineer for the due fulfilment thereof. During his absence from the Colony Mr. Danby delegated the general supervision of the works and exercise of his powers under the contract to his assistant, Mr. Thomas. Mr. Thomas exercised the powers conferred on the Engineer by the contract by serving a notice on the contractors on 18th January 1907 requiring them inter alia to employ not less than 200 men continually on the work, and intimating that if this were not done the works would at the expiration of 7 days be taken out of the contractor's hands and his workmen expelled. On the 25th January this threat was formally carried out, and it may be taken that there was in fact an ejectment of the plaintiff from the works.

On a summons in Chambers I held that Mr. Danby had no right to substitute any one for himself in this manner, and that therefore the ejectment of the plaintiff was illegal.

The plaintiff wrote two letters protesting against what had been done, rescinding the contract wholly and entirely, and informing the defendants that he would hold them liable in damages. On these facts a special case has been submitted to the Court which stated shortly raises the following points:

Are the plaintiffs entitled to sue on a quantum meruit for the work already done giving credit for the sums already received from the defendant in part payment, as sums received on account of the work and labour done? In other words, are they entitled to treat the contract as gone ab initio, and sue for the work they have already done? Or is their right merely this, to sue for damages for breach of contract, i.e., for the loss of profit they would otherwise have made, had they been allowed to continue and complete the contract? The plaintiffs relied on the leading case of "Cutter v. Powell," or rather on the doctrine which has been superimposed upon that case, in subsequent cases which are collected in Smith's Leading Cases, Vol. II., p. 1. That doctrine is this—where there is an unqualified refusal by one party to a contract to perform his part of it, it is treated as rescinded and the other party may sue on a quantum meruit, for anything already done under the contract.

The doctrine is somewhat recondite, and in its exposition some parts of it are not wholly intelligible. Stress was laid by the learned Counsel for the defendant on the fact that there had been many payments on account at the price or rate agreed upon between the parties that admitting the breach by the wrongful ejectment by Thomas, the damages would naturally be calculated as they are calculated in the case of any other breach of contract, by determining the profit which was lost to the contractor by this wrongful act, but not by reopening the whole contract, and paying at another rate for work which has already been paid for in part at the agreed rate.

Were it not for the fact that there are two important cases in which the question has been decided on the basis of the plaintiffs' argument a prolonged examination of the cases would have been necessary in order to see whether the defendant's argument took his case out of the authorities. But the question is really narrowed to this: are there any facts in this case which take it out of the application of the Privy Council's decision in "Lodder v. Sloney"?

I must first however refer to "Ranger v. Great Western Railway" where this claim of the plaintiff was put forward as a payer in a bill in equity. There had been an alleged wrongful ejectment of the contractor as in this case: and he sought "to pass by the contract altogether, and in respect of the tortious possession to disaffirm or set aside the contract and to obtain the benefit of a quantum meruit, as if there had been no contract." Lord Brougham said "This is what we cannot do and what the Court of Chancery could not do: the appellant must be left on that ground to his action at law." The Lord Chancellor's judgment however seems to go much further for he defines what the appellants' legal rights were, in the same way as the learned Counsel for the defendants in this case. It is worthy of remark that neither "Cutter v. Powell"

nor any of the cases then decided upon the strength of the doctrine now in question were cited in the argument in the House of Lords; in *Ranger's case*.

The court of Appeal in New Zealand, from whose decision the appeal came in "*Lodder v. Slowey*," thought that all that had been decided in *Ranger's case* was that the appellant had no claim to equitable relief. The agreement of the Privy Council with the conclusion of the Court of Appeal must include this or more would have been said about it for it was practically passed by the decision of the House of Lords; and further they adopted the principles deduced from "*Cutter v. Powell*," in *Smith's Leading Cases*, and I think the Privy Council agreed with this too: for the conclusion with which the Privy Council agreed begins with 'accordingly.'

I must take it therefore that the doctrine for which the plaintiff contends, based on the notes to "*Cutter v. Powell*," has received the approval of the Privy Council, and the only thing which remains for me to do is to see whether there are any circumstances which differentiate this case from the facts in "*Lodder v. Slowey*." Mr. Pollock in order to show the difference between that case and this, dwelt on the fact that the jury had found that the principals themselves were responsible for the lack of expedition which was the reason for the plaintiff's wrongful ejection: that they had unwarrantably put forward as the ground for turning the plaintiff off, his lack of expedition: and that the case turned not on the actual fact of turning off, but on the case alleged for the turning off. The case requires very careful reading on account of the confusion of the parties: the Borough Council and the appellants collectively, and Ward stand in the place of the defendants and Mr. Danby, the respondent is of course the plaintiff in this case. Lord Davey says at the end of the judgment "a party to a contract for execution of works cannot justify the exercise of a power of re-entry and seizure of the works in progress when the alleged default or delay of the contractor has been brought about by the acts or default of the party himself or his agent ("*Robert v. Bury*," Improvement commissioners). That is to say what the party to the contract in that case did was wrongful, and as it amounted to an improper seizure of the works, that is to say to a wrongful termination of the contract; the measure of damages, or (more accurately) the right of the respondent was to treat the contract as at an end, sue for work and labour done, instead of suing for damages for breach of contract"—the doctrine which has been reared on the decision of "*Cutter v. Powell*."

Here there has been a finding that the termination of the contract for quite other reasons than in the New Zealand case was wrongful, but the measure of the damages, or (more accurately) the right of the respondent with regard to the contract must be the same, for according to that decision that is the full extent of the remedy for a wrongful termination of the contract. I am therefore of opinion that the letter from plaintiff to defendants of 7th February was in fact written in the exercise of the option which the wrongful act of the defendants by their agents gave him, either to treat the contract at an end and sue on a quantum meruit, or to sue for damages for breach of the contract, in favour of the first alternative.

I must therefore answer the question in the special case in the following way:—

The letter of the plaintiff's solicitor to the defendants of the 7th February 1907 had the effect of rescinding the contract between the plaintiffs and defendants referred to in that letter as from the date of such contract.

If the plaintiff does not succeed on the quantum meruit then this special case need not have been argued. The costs of the special case must therefore abide the event and be costs in the cause.

INSURANCE CASE.

In the case of the *Hip On Marine Insurance Company, Ltd.* against the *Hang On Marine Insurance Company*, his Honour delivered judgment as follows:

The plaintiff Co. having paid an insurance claim which they had re-insured with the defendant Co., bring this action to recover the

amount so paid. The defendant Co. in effect say the claim should not have been paid, and resist it on the grounds on which practically they say the plaintiff should have resisted the original claim of the assured. The action may therefore be treated as if it were the claim by the assured against the defendant's.

The insurance was effected on sugar which came up from Sourabaya to Hong Kong on board the s.s. "*Tholma*," consigned to the Kwong Sang Choi. The steamer arrived in port on Saturday the 8th September, and was not completely unloaded on 18th September, the day of the great typhoon last year. The consignees took steps to get delivery of their sugar on Monday 10th, but apparently did not get any. On 14th they got delivery of one cargo-boat load, 414 bags and 153 baskets. On the 15th they could get none because the remainder was at the bottom of the hold. The 16th was Sunday. On the 17th they got 443 baskets. On this day, for the first time the ship worked at night, knocking off at midnight, when there were some 43 baskets still to be got out of the hold. The cargo boat thereupon tied up to the ship to wait for the completion of the delivery. On the morning of the 18th the typhoon suddenly burst on the Colony, the cargo boat went astern of the steamer tied up by four ropes, all of which broke, and the boat went down and the sugar was lost, the men on board narrowly escaping drowning.

The main question of law which has to be decided is whether the policy covers risk of craft from the ship to the shore. But on the facts as I have narrated them a preliminary question arises which may render the determination of the legal question unnecessary. It was said that there was delay in unloading: such a delay as was not contemplated in the policy. The case was put in this way:—that there was an implied condition in the contract that the goods should remain on board the ship in harbour for a reasonable time only: and that the consignee's cargo boatman did not act reasonably in not landing the sugar which he had on board his boat after midnight. I agree as to the implied condition, and also with the general proposition that delay is equivalent to deviation; but with regard to this I think that none of the cases referred to in *Arnould* refer to so small a matter as the delay of a few days, but rather to such delays as might in strictness be comparable with deviations from the voyage. However, whether the authorities include such a case of delay as is suggested to have occurred in the present case, or not, I feel sure that it is covered by principle, and if proved, that it would relieve the underwriters: subject however to this, that should I find the delay unreasonable, there would then come the further question whether the consignee is responsible for a delay which was manifestly the fault of the ship.

The determination of the question of fact has given me much difficulty and has delayed my giving judgment. In the first place it cannot be denied that the unloading of the "*Tholma*" proceeded in very leisurely fashion: that there was a final spurt on the night of the 17th, most unfortunately as it fell out. But I have no materials before me to come to the conclusion that the unloading was so unreasonably delayed as to relieve the insurers of their risk, and I cannot so hold on my own views. I should have had evidence as to the amount of cargo on board, and if no evidence was procurable as to the rate at which the unloading in fact proceeded, some expert evidence as to the time which it ought to have taken. There is on the other side the evidence of Lee Chung, the cargo boatman, who says that the people on the ship were all busy all day, except meals, when he went off to the ship, which was, apparently, every day. But I do not think the continuance of the risk while the vessel was in harbour depends on the unloading being conducted in the quickest time possible: but that it continues so long as the unloading is not unreasonably delayed. Next as to the cargo boat. The practice of the port is to unload by means of Chinese cargo boats: and however unwieldy these boats may be, or unsafe compared with ordinary lighters, I think it must be conceded that if the policy covers risk of craft, it covers any risk occasioned in this port by the faulty construction or navigation of the craft generally made use of for landing. It was pressed on me that

this concession must also cover the tying up to the steamer at night. The question appears to be a somewhat nice one, and I therefore feel it necessary to deal with it with some particularity. I do not think this could be included in the practice of the port, so as to be of necessity incorporated in the insurer's risk. The question is rather this whether the tying up was a reasonable way of carrying out the landing of a cargo of sugar. Of course the Court must not be wise after the event: but this cuts both ways. I must not consider the fact that the result of tying up was disastrous: nor must I consider the fact that if she had gone in shore and anchored among the junks the result would have been equally disastrous. The question really is, did the cargo boatman take a risk by lying out in the harbour at night during the typhoon season, such a risk as cannot be said to be included in the risk undertaken by the insurer? and this, must be considered not merely of a sudden typhoon, but of any heavy weather which might damage a cargo such as sugar. The first step in the consideration is the unloading at night. I think I am bound to hold that this as well as the legitimate consequences ensuing therefrom must be included in the insurer's risk. Then the question resolves itself into this: ought the consignee to have made arrangements to land his cargo after midnight? Although I strongly incline to the defendant's view of the case, on the whole, I have come to the opinion that the evidence as to the facilities for storing cargo late at night is not so strong as to induce me to say it was the consignee's duty to do this. He could have obtained a police permit, I have no doubt, without much difficulty: but I am not clear that he could have found a godown willing to keep open all night to take his sugar: he certainly could not have got the Hongkong and Kowloon Godown Co. to do so as he was not a regular customer. It is clear however that when there is night work some godown keepers will keep open if reasonable notice is given: Messrs Batterfield & Swire's godown keeper said that their godowns are open up to midnight about 10 times a month. I cannot, even now, entirely free my mind from the impression that the cargo boat does run a risk by not taking her cargo on shore as soon as she can: that the desire to avoid an extra journey to and from the shore is not sufficient reason for not doing so. On the whole I am not prepared without more expert assistance to hold that what happened in this case was so unreasonable as to relieve the underwriters from their risk. The consequences of my so holding might react prejudicially on the shipping operations of the port. I feel fairly certain however that a little longer delay in unloading, as for example, tying up for the night, if there had been no night work on the steamer; or a little longer delay in bringing the cargo to the godown, would have taken the case out of the risk insured against. With very great hesitation therefore I come to the conclusion that what the cargo boat did on this occasion was a legitimate consequence of the night work on the steamer, and therefore that on this part of the case the defendant must fail.

The question which next arises is whether "risk of craft" is covered by this policy: in other words whether the clause common to policies in the English form "including risk of boats until safely landed" is incorporated in this policy.

The Hong On Co. have three forms of policy: (A) one in Chinese with English at the back; (B) one in English alone; (C) one in Chinese alone.

The English in (A) is the same as the English in (B) but the Chinese in (A) differs from the Chinese in (C). The clause in question as to risk of craft is in the English of (A) and (B). The Chinese form of (A) contains this clause "All insurance matters will entirely be carried out and dealt with according to the rules and regulations in the form of our Company's English insurance policy. These rules and regulations are treated as contained in this policy. This is proof." Therefore the risk of craft clause is incorporated in the Chinese form of (A).

The expression 'Rules and Regulations' in both places in this sentence is the translation of the Chinese "*Kwai tin*."

The Chinese form (C) contains the following clause "All insurance matters will be carried

out and dealt with according to the western laws relating to insurance rules and regulations." Some controversy arose as to whether this was the correct translation, and Mr. Wong the Court translator was examined at length on the subject. The question turns on the meaning of 'Lai' and 'Kwai tiu.' Mr. Wong admitted that 'Tiu' means classification of regulations in paragraphs: the underlying idea being something printed in paragraphs, but he maintained that this sentence could not be interpreted to mean "according to western laws of insurance and rules and regulations."

In support of this view the policy of the Yuen Shing Co. was produced, and the corresponding paragraph was thus translated "all insurance matters will be carried out and dealt with according to English law, rules and regulations." The explanation of this different translation of the two sentences apparently meaning the same thing was to be found in the juxtaposition of 'Lai' and 'Kwai tiu' in the Yuen Shing form, and the interposition of 'Po Him' as an adjective between 'Lai' and 'Kwai tiu' in the Hang On form. If the juxtaposition of words in Chinese carries the same signification as in English, as according to Mr. Wong's explanation it apparently does, I feel confident if I may say so of things written in an unknown tongue, that his various interpretations are correct. These sentences contain a blank, which is filled in according to the risk insured. There are three different categories of risks undertaken by the Chinese companies—The first "No. 3 Tun Mo," total loss: the second "Peng On," "F. P. A.": the third "Shui Chik" sea damage, or "W. A." These words are filled in with a chop as the case may require in the blank indicated in the above sentences, and in other parts of the policy. In the present case the policy was of the third kind, "sea-damage."

What then is the meaning of this sentence in the Hang On policy (C)? Mr. Trenchard Davis' evidence does not carry us very far. He produced the forms of all Insurance companies carrying on business in Hongkong, and showed that there was a specific clause in each covering "goods safely landed": I doubt however whether all the forms in use by all the Chinese companies were produced in his collection, for certainly the Hip On has three distinct forms, and it is at least probable that other Chinese Companies have different forms. He further said that "we and other companies re-insure on Chinese companies' Chinese policies which contain the clause" subject to Western rules and customs "and our custom is to treat these words as incorporating all the customary printed conditions of western policies. He said however that he did not know whether there was always a special reference to the company's English form of policy. This as will be seen presently is vital to the question, and his evidence leaves the matter where it started from: Is the interpretation he puts forward correct? The same may be said of his statement that as a matter of practice his company would pay on a policy for cargo lost whilst being landed in cargo boat, and had done so in relation to this typhoon.

But he added we have never considered the question of our liability in case of delay, having always paid up. But this is precisely one of the questions I have to consider. One thing I think is clear. The sentence cannot convey to the person insuring a reference to the conditions in the company's English form. The fact that a different sentence is used on the company's other Chinese form in order to do this expressly is sufficient to negative the suggestion. And the meaning that the policy is to be read "according to (i.e. as containing) the condition usual in western laws" has been negated by the Court translator. It can therefore only mean "question arising in connexion with sea-damage (i.e. a "W. A." policy) are to be carried out and dealt with according to western (i.e. English as was admitted) law relating to insurance rules and regulations" in other words "questions arising in connexion with this policy are to be determined according to English law." The question of translation was very material because it was vital to the plaintiff's case to show that the clause dealing with risk of craft was incorporated into the policy, which would have been certainly the case, probably if either, of the translations for which the plaintiff contended could have been

accepted. Can the clause then be held to be incorporated for any other reason? Only one authority could be cited to show that a policy covers risk of ship to the shore apart from the clause. In "Lane v. Nixon," Byles J. said "Mr. Williams has cited many authorities to show that the insurance covers the transit to and from the ship and, amongst others, he has referred to a book of very great authority, viz. Emerigon. That learned author states it as the general rule in the law of insurance, that the policy covers not only the voyage from port to port, but also the transit of the goods to and from the ship." This seems to be cited with the approval of that eminent Judge: but it is manifestly wrong so far as English law is concerned with regard to the risk from the shore to the ship. But in that case the question was different. The policy contained a clause "including all risk to and from the ship;" but the question was whether the warranty of seaworthiness implied in an ordinary policy as to the ship, extended to the lighters. It was held that it did not. But the manager of the plaintiff Co. stated, in fact reiterated, that they charged an extra premium when they insured risk of craft from ship to the shore, and that this policy was expressly used for an insurance when this risk was not insured against. I was pressed to disbelieve him because no corroborative evidence was given and because certain words were said to be used when this form was used and the risk of ship to the shore included, and no policy was produced on which these words had been in fact used. I quite agree that the evidence as to the use of a certain special chop "flushed when taken into godown," is confused and confusing. It seems clear that it has been used by agreement for policies on voyages to some places in Japan, for the accountant of the Hip On admitted using it as well as the Hang On. But he said that whether this chop was on or not we must pay if goods are lost between the ship and the shore: and that the chop was apparently intended to carry the liability on till the goods were in the godown: but that no extra premium was charged.

The Chairman and manager of the Hang On also says it was specially made for Japan trade, but that it is used generally, and that a special proposal has to be made for ship to the shore insurance. He afterwards said that certain Chinese words should be inserted if the ship to shore risk is taken: that the chop is for the godown, the written words for the shore. But although my mind is not at all clear on this point, he was so persistent in his statement that the risk 'ship to the shore' was always a matter of special agreement, and a special rate was always charged. I cannot for that reason disbelieve the witness; from his position in the Co. he is not likely to give false evidence and bring discredit on his Co. in the eyes of the shipping community. But further I think that the forms of policies actually in use do in fact corroborate him for in one there is an express reference to the risk of craft clause. There was another point dealt with in the argument which it is advisable I should deal with; that even if the clause as to 'risk of craft' were included, it ceased to be operative as the consignee had taken delivery in his own lighters: this on the authority of "Sparrow v. Charruthers," and "Strong v. Nataly."

Strong opinions have been expressed with regard to these two cases by so eminent commercial lawyers as Matthew J.: "risk of craft," he says, (Arnould) "covers carriage in a hired lighter, why not also in lighters belonging to the assured?" See "Paul v. Insurance Co. of North America," and the earlier criticism of the case in "Hurry v. Royal Exchange Assurance." The Court of Appeal in "Houlder v. Merchant Marine Co.," undoubtedly recognizes the principle that by taking delivery short of the shore the consignee determines the risk insured because the consignee waives the landing and terminates the risk by taking delivery short of the land. There is here a question left very much in the air. The lighter cases may be cases where the ship lands its cargo in lighters: and there is obviously another question involved which I have already indicated, what the law is where there is delay through fault of the ship; but not through fault of the consignee: and vice versa. It is sufficient for this case to

point out that the question, even as criticized is not so free from difficulty as seems to be suggested.

Judgment must be for the defendant with costs.

IN SUMMARY JURISDICTION.

BEFORE Mr. A. G. WISE (PUISNE JUDGE).

AN ABERDEEN REFORMER.

Action was brought by Cheung Chan, trading as the Kwong Wo firm, grocers, to recover the sum of \$57.78 from the Wing Fat firm and Li Ping-nam and others, partners in the said firm, due for goods sold and delivered.

Mr. R. Harding appeared for the plaintiffs, Mr. P. W. Goldring (of Messrs. Goldring and Barlow) for the first defendant, and Mr. F. X. d'Almada e Castro for the third.

Plaintiff told the Court he kept a grocery shop at Aberdeen. In the fourth month of this year the defendants were introduced to him by a man who said they had a contract to build a retaining wall and asked him to supply them with provisions on credit. Plaintiff agreed and gave the defendants pass books, in which were entered the provisions supplied. When the amount owing amounted to \$77.73, plaintiff applied for payment and received \$20 on account. Later he made application for another payment and was informed by his debtors that if he bothered them further they would add a beating to the next payment.

Plaintiff was questioned by the Court regarding certain entries in his books, and when he had explained his method of book-keeping,

His Lordship remarked that he kept half his books in the ordinary Chinese way, and the latter half he kept in the English fashion.

Plaintiff said it was because there were so many customers that he had resorted to the foreign style of keeping his books.

The first defendant, Li Ping-nam, claimed to be the owner of the Wing Fat firm, in which there were no other partners. He had had no dealings with plaintiff.

After hearing further evidence his Lordship allowed judgment and costs against the defendant firm and Li Ping-nam, and judgment for the third and fourth defendants.

AN ACTION WITHDRAWN.

Two of the defendants in the previous suit, Li Ki and U Haug, brought action against the former plaintiff claiming \$500 for wrongful arrest.

Inspector Dymond was called and stated that he sent for the plaintiffs in this action, but at no time were they under arrest.

Mr. Almada, who appeared for them, here intimated that he wished to withdraw and plaintiffs were called up and asked if they wished to proceed. They did, but on his Lordship informing them that it would mean more costs against them, and immediate execution, they decided to let the matter drop.

Wednesday, 31st July.

IN APPELLATE JURISDICTION.

BEFORE THE FULL COURT.

LEAVE TO APPEAL REFUSED.

His Honour Mr. A. G. Wise delivered the decision of the Full Court in the case of Long Kee v. Ng Wai, wherein leave was sought to appeal to the King-in-Council regarding the decision of the Chief Justice with reference to costs.

His Honour said:—The jurisdiction given to this court to give leave to appeal to the King-in-Council does not involve the exercise of any discretion as is the case where leave to appeal to the Full Court is given by the judge in the first instance, in a case where such leave is necessary as a question of costs. The only duties which the Court has imposed upon it is to see that the case falls within the terms of the order in council as interpreted by the judicial committee, and that the procedure as to giving security, etc., is properly carried out. We do not think that in this case there is strictly speaking an "issue" between the parties; if there is any issue at all it is really between the would-be appellant

and the Court which has upheld the exercise of a direction as to awarding costs by the judge in the Court below. The fact that in the further exercise of his discretion leave was given to appeal to the Full Court, does not, as it seems to us, alter the nature. Apart from this, we think, the current of authority is against an appeal being allowed on questions of costs, even though the case could be put so high as that, the Court or judge had no jurisdiction to depart from the ordinary rule that a successful litigant is entitled to his costs from the losing party. There is no case on all fours with the present: But the questions involved seem to fall within the general principle enunciated in the case cited. This refusal of leave to appeal really, however, works on hardship on the plaintiff, for as was hinted, he may petition the King-in-Council for special leave to appeal. Should he do so, and it is refused on the grounds which induce us to refuse it, he will not be in so bad a predicament as he would be if we gave him leave should judgment go against him on the hearing: Should he succeed, his rights will be fully protected by the order made by the Judicial committee. Leave refused with costs.

IN SUMMARY JURISDICTION.

BEFORE MR. A. G. WISE (PUISNE JUDGE)

SUIT FOR SLANDER.

An action was brought by Lam Sik-ying, of 8 Circular Pathway, against Chan Hang-tong, boarding house keeper of 84, Connaught Road, to recover the sum of \$1,000 for slander.

Mr. G. K. Hall Brutton (of Messrs. Brutton and Hett) appeared for plaintiff, and Mr. E. J. Grist (of Messrs. Wilkinson and Grist), for the defendant.

Mr. Brutton stated that the slander consisted of the following words, which were spoken in the presence of the plaintiff's wife and two concubines by the defendant:—Lam Sik-ying has stolen from me \$300. It appeared that on July 17th, defendant went to the house of the plaintiff and asked if he was in. He was told that the master was not at home and then he told the women that the plaintiff had stolen \$300 from him, and he was going to have him arrested. Later in the evening a European and Chinese constable went to plaintiff's house and searched, but found nothing.

When his three wives had given evidence regarding the visit of defendant to their house, Lam Sik-ying was called, and denied having stolen the money.

In cross-examination he admitted calling at defendant's house, but he did not enter his private room. He merely looked in the door.

Mr. Grist—You've been in this Court before, haven't you?—I have been here.

During 1906 you had distraint in your house three times?—Yes, but I paid up in full. And in 1905 you had execution issued against you three times?—Yes.

Do you remember when in 1906 your own richa coolie summoned you for his wages?—Yes, I made a mistake that time.

On the morning of the trial of that case you charged him at the Police Court and had him arrested?—Yes.

And you remember the case against you was struck out by reason of his not being able to appear?—I always put down business matters in my memo book. Without that I cannot tell.

His Lordship—I restored the case afterwards.

Mr. Grist—Yes. (To plaintiff)—Didn't the coolie subsequently recover judgment against you?—I don't want to say what is exactly and precisely the case, as I don't remember.

Then have you forgotten that you took this money?—Such a matter as that I would remember.

Are you quite sure you have not forgotten whether you went into that room?—I remember.

Chan Hang-tong was called by Mr. Grist. He stated that on the evening when the plaintiff called on him he was at dinner and told Lam to go into his sitting room and wait till he had finished his meal. His coat was hanging on a coat peg in this room, and there were \$300 in the pocket. The plaintiff was the only man who had been in

the room, and after he left, defendant examined his coat and found that the money had been stolen.

Mr. Brutton—You were rather excited over the loss of this \$300?—No.

Is it an every day occurrence for you to lose \$300?—No.

Is it an every day occurrence to support your friends?—No, but he was the only person in the room.

His Lordship—I think the probabilities are in favour of the plaintiff, and I must try to obliterate from my mind my long and varied experiences of him. In claiming \$1,000 damages the plaintiff has gone a bit too far. There will be judgment for \$100 and costs.

THE SHANGHAI DOCK AND ENGINEERING CO., LD.

The report of the Board of Directors for presentation at the First Annual General Meeting held on July 30th was as follows:—

The Directors submit herewith their report with statement of accounts made up to April 30th last.

The net profits, after paying all charges and allowing for all known liabilities, amount to Tls. 176,059.95.

With this amount the Directors propose to deal as follows:—

A dividend of Tls. 3 per share absorbing Tls. 165,600.00
Amount to be carried to New Account Tls. 10,459.95

Tls. 176,059.95

The following changes on the Board of Directors have been made viz:—

On May 15th, 1906—Mr. Hy. Keswick appointed vice Mr. W. J. Gresson, on his departure for Hongkong; Mr. C. Michelau and Mr. A. M. Marshall appointed vice Mr. A. Korff and Mr. Jas. Johnston on leaving for Home.

On July 5th, 1906—Sir Chas. A. Dudgeon resigned his seat on his departure from Shanghai and

On January 9th, 1907—Mr. Jas. Johnston was invited to rejoin the Board in place of Sir Chas. A. Dudgeon.

On April 5th, 1907—Mr. Hy. Keswick resigned, in view of his early departure from Shanghai, and Messrs. H. von Rüker and S. Groundwater resigned their seats on June 30th, and severed their connexion with the Company.

Mr. David Landale was invited to join the Board on the 13th instant in place of Mr. Hy. Keswick on his departure to Hongkong.

The accounts have been audited by Messrs. J. E. Bingham and F. N. Matthews, who retire, but being eligible, offer themselves for re-election.

PROFIT AND LOSS ACCOUNT.

Dr.	Tls.
April 30, 1907.	
To loss on sale of buildings on part of leased premises adjoining "Old Dock" and on machinery and gear by sale and removal	27,440.00
„ Depreciation on buildings on remainder of leased premises	1,850.00
„ Bad debts, written off	6,008.48
„ Preliminary expenses	2,075.57
„ Directors', auditors' and Hongkong agency fees	8,400.00
„ Balance	176,059.95
Tls.	221,833.95

Cr.	Tls.
April 30, 1907.	
By Transfer from working account	209,828.86
„ Transfer fees collected during year	521.59
„ Interest received and estimated accrued on investments, deposits and current account with bank, less interest on cash deposits with company	11,483.50
Tls.	221,833.95

BALANCE SHEET. LIABILITIES.

Tls.
April 30, 1907.
Capital Account.
Registered Capital—55,700 shares at Tls. 100—5,570,000.00
Subscribed Capital—55,056 shares issued, at Tls. 100 fully paid up 5,505,600.00

144 Shares at Tls. 100 due members of the late S. C. Farnham, Boyd & Co., Ltd. to be issued on application 14,400.00

55,200 shares	5,520,000.00
Reserve Fund. (Taken over from the late S. C. Farnham, Boyd & Co., Ltd.)	1,000,000.00
Unpaid Dividends. (Taken over from the late S. C. Farnham, Boyd & Co., Ltd.)	5,700.00
Sundry Creditors. Local Tls.	
Bills, etc.,	37,199.56
Bills Payable	17,147.55
Employees' deposit accounts	3,623.40
John Riach's estate, deposit account	19,804.88
Directors', auditors' and Hongkong agency fees	8,275.00
	89,055.39
Profit and loss account. Balance at at credit of this account	176,059.95
Tls.	6,787,815.84

ASSETS.

Tls.

April 30, 1907.	
Property account.	
Land: m b.l.h.	
"Old" Dock, as per Title Deeds 20 2 8 9	
"Cosmopolitan" Dock, as per Title Deeds	162 2 4 1
"International" Dock, as per Title Deeds	127 6 7 3
"Tunkadoo" Dock, as per Title Deeds	35 6 9 5
"New" Dock, as per Title Deeds 48 6 4 3	
Pootung Engine Works, as per Title Deeds	54 3 1 8
Total	448 8 5 9

Value	Tls. 1,729,419.03
Docks, Bundings, Wharves and Walls:	
"Old" Dock	
"Cosmopolitan" Dock	
"International" Dock	
"Tunkadoo" Dock	
"New" Dock	
Pootung Engine Works	
Harbour moorings	23,355.72
Buildings:	
At all establishments	467,511.85
Machinery and plant:	
At all establishments	1,125,916.91
Tools, patterns and gear:	
At all establishments	108,681.28
Steamers, launches and vessels	189,500.00
Pontoons, steam-dredgers, piledrivers, etc.	73,122.92
Furniture:	
Office and drawing office furniture, drawing materials and appliances, plans, etc.	19,554.00
Stock account.	
Value of materials on hand	1,122,978.84
Sundry debtors.	
Accounts in course of collection, etc. (including Tls. 12,003.45 secured by a promissory note dated 7/9/1905)	261,228.65
Value of completed portion of unfinished work on hand, less instalments received on account	87,959.00
Investments and deposits shares.	
6 North-China Insurance Co., Ltd. shares.	
22 Hall and Holtz Ltd. shares.	
11 Yangtze Insurance Association Ltd.	
1 Hongkong Fire Insurance Co., Ltd. shares.	
10 Canton Insurance Office Ltd. shares.	
128 Shanghai Mutual Telegraph Co., Ltd. shares.	
5 Shanghai Ice C. S. & R. Co., Ltd. shares.	
5 Koochen Transportation & Tow Boat Co., Ltd. shares.	
3 Taku Tug and Lighter Co., Ltd. Deb. Tls. 17,416.24 shares.	
Note:—	
There is a small contingent liability for uncalled capital on certain of above investments.	
Hongkong and Shanghai Banking Corporation.	
fixed deposits	200,000.00
Telegram deposit	175.00
Mortgage on China Inland Water Works (7 per cent.)	122,759.94
	340,351.18

Cash.	
In hand	108.48
On current account with Hongkong and Shanghai Banking Corporation	28,221.21
	28,329.69
Tls.	6,787,815.84

Shanghai, July 12, 1907.

JOAN PRENTICE,
A. M. MARSHALL, } Directors.
JAMES JOHNSTON, }

JAS. H. OSBORNE,
Secretary.

His Excellency the Officer Administering the Government has given his assent, in the name and on behalf of His Majesty the King, to Ordinance No. 11 of 1907:—An Ordinance relating to Life Insurance Companies.

CANTON.

(FROM OUR CORRESPONDENT.)

July 30th.

THE YUE-HAN RAILWAY.

The first section (about 12 miles long) of the main line to Hankow was opened to traffic about a fortnight ago. It is now about two years since the line was redeemed from the American Development Company and it has taken all that time to get 12 miles of rails laid down! The terminus at Canton is situated on the Wongsha reclamation, where there is as yet no station at all. The line is fairly well laid and there are three intermediate stations between Wongsha and Kong-Chuen, the present terminus of the line to the north. Leaving Wongsha, the line follows the river for a mile or two and then crosses low lands mostly rice fields with a few hillocks dotted here and there, with the White Cloud range to the north-east and the Kum-Shan mountain to the north. There are a few small bridges spanning the creeks and two important bridges over the river near Kong-Chuen. The water is beautifully clear here, and bathers will no doubt ere long avail themselves of the facilities offered by the railway to indulge in picnics in that direction. The temporary cars are airy and commodious and a good many natives are already patronising the line. The interiors are very neat. The first class seats are of plain varnished wood of bright colour with matting cushion seats much better adapted to the climate than the upholstery one sees on European lines. Little circular tables placed near the windows are quite a useful innovation. Work is proceeding and ere long we may be able to go in a few hours to the high mountains to the north. All stations along the route are made of common wood, little sheds erected on piles. The train is arranged as follows:—First engine followed by the luggage car, then 1st and 2nd class cars divided into two compartments and three 3rd class cars. Portion of the 3rd class car has separate compartments for women, which, I believe, is a measure wisely adopted. There is no turntable either at Wongsha or Kong-Chuen and the engine has to go backward on the return voyage. At present there is only one single train running; leaving Wongsha at 7 p.m. and Kong-Chuen at 8.30 a.m. The fares from Wongsha to Kong-Chuen are 1st class 50 cents, 2nd class 25 cents, and 3rd class 15 cents.

CHINESE DILATORINESS.

The s.s. *Chan Hing* owned by Chinese merchants residing in Hongkong is still detained. I understand that about three months ago the case was settled by the I. M. Customs who suggested the imposition of a fine, but the Chinese authorities have not seen their way to release the vessel which has now been detained for nearly four months. With Chinese dilatoriness the vessel will probably go mouldy and by the time the vessel is restored to traffic will have become an antiquated type and a curiosity. When the I. M. Customs will be entirely controlled by the Chinese, things of this kind will be of daily occurrence and the Chinese will have to give up navigation under their own flag.

A FORT CLANDESTINELY SOLD.

The Bannerman Agriculture Bureau has run short of funds to push ahead several agricultural schemes. In order to raise the necessary funds, the Director of the Bureau suggested the disposal of a certain old fort at the North Gate called the Fung Kong Fort. But upon making inquiries it was discovered that the fort had been secretly sold by an official to a merchant some years ago. The matter has been reported to the Tartar General who will investigate.

ODD RESULTS OF OPIUM LAW.

The local authorities have enforced the new opium smoking law and opium smokers are now compelled to take out a licence if they desire to continue smoking. Many habitual smokers have availed themselves of the opportunity to make money by taking advantage of the new regulations. Some of them have applied for half a dozen licences and are selling them to wealthier classes and ex-officials at a high premium, who do not desire to give out their names; and others who are non-smokers are substituting their names on a monthly salary! The officials

having discovered this, have now directed that the full address of the licensee must be given and the certificate chopped by a well-known guarantor or a "Ti Pao."

MACAO.

(FROM OUR CORRESPONDENT.)

July 27th.

AN INQUIRY.

The Bazaar in aid of St. Anthony's Church promises to be a successful event. Apropos this subject of aiding Churches, I shall be voicing the sentiments of a good many people by asking what has become of the money subscribed for the reconstruction of the Church of Saint Paul? Money was raised for this purpose by public subscription here in Macao and elsewhere, but no public statement has been made on the subject by those in charge of the movement, and in justice to the subscribers, some authoritative statement should be issued showing what amount has been subscribed, where the money is deposited, and whether there is any early prospect of the reconstruction of the Church being commenced.

THE CITY'S GAMBLING SHOPS.

We are apparently destined soon to see increased facilities given to gamblers. The new monopolists have now near the steamship wharves two flower-boats on which fan-tan is played, and I hear also that saloons are likely to be opened shortly at the Bella Vista and the Mountain Russia. It is now possible to play the game with three-cent stakes, whereas the minimum under the old régime was ten cents. The troubles with our domestics are not likely to be lessened with these extended facilities for gambling. We may expect to see next fan-tan tables at the street corners. The whole business is discreditable to the government.

THE AGITATION AGAINST THE INDUSTRIAL TAXES.

During the week the city has been placarded with an official notice in Portuguese and Chinese, signed by Senhor Carlos de Mello Leitão, the Protector of Chinese, informing the public that the recent official publication giving an abstract of the law of 1897 and the complete tables of industrial contributions has erroneously been regarded in some quarters as the promulgation of new taxes. The notice says that ill-intentioned individuals have misrepresented the matter; the Government has made no new taxes, the object of the recent issue of the industrial contribution tables being to enable the people to see what amounts are properly due from them. This seems a strange notice. No one should know better than Senhor Leitão that the taxation has been very much increased during the past year. What have Chinese been holding meetings about so frequently at their Hospital if it has not been on this account? And did not the Chinese doctors, for instance, appeal for protection from the Fazenda's demands to Senhor Leitão himself as Protector of Chinese interests? And surely Senhor Leitão cannot be without knowledge of the petition which the principal members of the Chinese community forwarded through the manager of the Banco Nacional Ultramarino to H. E. the Governor praying for relief from the demands which the Fazenda is now making on the community? And yet Senhor Leitão tells us in his notice that there is nothing new in the recent official publication; that matters have been misrepresented and the people alarmed by ill-intentioned individuals! 'Tis strange, 'tis passing strange!

July 29th.

If any further proof were needed of the insincerity of Senhor Leitão's Notification, it is afforded by what took place at a meeting of the Chinese community convened by Senhor Leitão himself two days after the publication of the Notification. The meeting was held on Saturday at the Chinese Hospital, and was attended by more than 2,000 persons. Mr. Leitão presided over the meeting, and Mr. Assumpção acted as interpreter. The meeting was told that the Fazenda would collect six per cent. from every person whose annual income exceeds one hundred dollars. The announcement fell on the meeting like a bomb. The

Chinese resisted and Mr. Leitão finally altered the figure to \$150. Mr. Lu-Cau, one of the principal merchants of Macao retorted that the Government might levy what taxes they liked, but he, as the holder of the principal monopolies, would surrender them all. The interpreter tried to reason with Lu-Cau, saying that he would be losing a great deal of money by taking such a step. "Of what use will the monopolies be to me?" answered Lu-Cau, "if the people who now patronise my business leave the Colony in consequence of this taxation?" The meeting lasted two hours and only served to demonstrate the public hostility to the taxation. But the astounding feature of the meeting was that Senhor Leitão himself should be the chosen instrument for announcing this new taxation a few days after the distribution of his official poster, telling the people that they had been misled by malicious persons into believing that the Fazenda was levying new taxation! The tax on Chinese doctors was cancelled. To-day the merchants in a body intend going to the Fazenda to discuss the collection of the business taxes. I am informed that, owing to the hostility of the public to this taxation, the Fazenda contemplates its repeal, and proposes in substitution therefor a tax of 2½ per cent. on annual profits! This is more outrageous than ever, and I hesitate to believe it. The want of administrative capacity that these taxation proposals disclose is amazing. One wonders why H. E. the Governor, man of energy and lover of justice that he is, refrains from intervention in this matter.

I hear that a petition has been sent to His Excellency by a well-known barrister asking for an inquiry into the conduct of the Fazenda's authorities who appear to have been demanding in many cases payment of taxes when these had already been paid. That three clerks were able recently to quit the Colony with a considerable sum of money paid into the Fazenda showed that the business of that department is not managed as it ought to be.

JAPAN AND KOREA.

Daily Press telegrams dated Tokyo, July 29th said:—

Viscount Hayashi, the Japanese Minister for Foreign Affairs, is returning to Japan. Continuous reports are being made of disturbances in the provinces but these disturbances are not considered serious organised risings. Press law regulations for the preservation of peace are being promulgated.

LATER.

Viscount Hayashi, in a speech made prior to leaving Seoul said that matters had arrived at such a pass in Korea as to make it necessary that a new treaty should be drawn up. It was not surprising that foreigners thought the convention would have made the Resident-General an uncrowned king of Korea, as all the Powers fully expected that Japan would annex the country. The Minister believed the treaty would be perfectly acceptable to the whole world, and hoped that affairs henceforth would improve, and that the world would recognise the success arising out of Japan's policy in Korea as had been accomplished through the policy adopted by England in Egypt.

A telegram to the Daily Press dated Tokyo, July 31st, said:—

Marquis Ito entertained the journalist at Seoul and in the course of his remarks said that Japan had no intention of annexing Korea, but the establishment of Japan's influence in that country was required as a means of self protection. Korea should become stronger and ultimately assume constitutional government. The flags of Japan and Korea should become defenders of the Japan Sea.

A Daily Press telegram dated Tokyo, August 2nd said:—

The disbandment of the Korean Army was attended with fighting and dramatic scenes on Thursday. The Guards Battalion were marched to the drill ground, where the disbandment edict was read out. Then the shoulder straps were torn off the men and the officers were deprived of their sabres. One battalion commander committed suicide using his orderly's rifle. The act increased the two

hundred men against the Japanese troops and they challenged the latter. The Japanese used machine guns, killing twenty, while two Japanese officers were killed. A body of mutinous troops escaped into the country. The Japanese Red Cross Society is attending the wounded on both sides.

TEXT OF THE NEW AGREEMENT.

The new Korean Agreement states that the Governments of Japan and Korea, animated with the desire to develop promptly the wealth and strength of Korea and to increase the welfare of the Korean people, agree as follows:—

1—The Government of Korea shall follow the guidance of the Resident-General in the matter of administrative improvements.

2—Legislative enactments as well as important administrative measures are henceforth to be approved by the Resident-General.

3—Judicial affairs are to be distinguished from ordinary administrative affairs.

4—The appointment and the dismissal of high Korean Officers are to be subject to the consent of the Resident-General.

5—The Government of Korea will engage as Korean officials Japanese recommended by the Resident-General.

6—The Government of Korea undertakes not to engage foreigners without the consent of the Resident-General.

7—The first clause in the agreement of August 22nd, 1904, is to be abrogated.

The principal feature of the Agreement is to be found in Articles 1 and 2, stipulating that the guidance and approval of the Resident-General are to be the *ine qua non* in administrative and judicial affairs. Article 7 refers to the abolition of the post of a Financial Adviser. The N.-C. Daily News says that in consequence of the extension of the Japanese mandate political leaders in Tokyo are prepared to interpret the Agreement in the widest sense and intend to avail themselves of the compact fully.

THE LATE MR. W. RAMSAY.

One who had long known the superintendent engineer of the China Navigation Co., whose death at sea, while on his way home for medical treatment was announced by us yesterday, writes:—

Mr. Ramsay came to China in 1875 as second engineer of s.s. "Danube" of Handyside & Co., of Leith, the pioneer steamer in the Bangkok trade, was promoted in time and, shortly after, with Capt. Hopkins in command, joined the then new steamer, the "Rajanattianuhar" as chief engineer. As the fleet increased, consisting of the four steamers "Danube," "Rajanattianuhar," "Consolation" and "Dale," Capt. Hopkins became general manager, and Mr. Ramsay superintendent. In 1882 it took the name of the Scottish Oriental S.S. Co. Ltd., gradually increasing in size until its purchase by the Norddeutscher Lloyd, when Mr. Ramsay was appointed as superintendent engineer of the China Navigation Co. which position he held till his death.

He was known as a wonderfully large-hearted and generous man, to whom no tale of genuine distress was made in vain. He took an absolute pleasure in assisting those that needed it, and no one but his close intimates knew of his quiet, unostentatious charity. A man of strictest integrity, who did his duty thoroughly his death has made a void in our midst which cannot easily be filled and no more appropriate epitaph can be given him than:

"Write me as one who loved his fellow man."

Another friend of his writes:—Though comparatively old in years, Mr. Ramsay was young in spirits. He was remarkably vigorous, and no one would have guessed from his appearance that he had spent over 30 years in the "East." He had all the instincts of a sportsman and followed the game of bowls for years, having identified himself with the Kowloon Bowling Green since its inception. He was always a keen bowler, but never succeeded in lifting a trophy till this year, when he won the championship. In the social life of the Colony he took his part, and the St. Andrews' Society loses by his death one of its oldest and most prominent workers.

COMMERCIAL.

The Kobe Market Report, published under the direction of the Kobe Foreign Board of Trade, and dated (Kobe) Hiogo, 16th July, 1907, has the following:—

IMPORTS.

Cotton.—American.—The high rates for "futures" which ruled during the early part of the past fortnight were caused by the unfavourable crop condition which was reported at 72 per cent. by the U.S. Government on the 3rd inst. when good Middling sprung to Yen 44. This rate, however, was not maintained for any length of time, as latest quotation is reported at Yen 40.50 for Middling, but no business is practicable at these high figures. "Spot" still remains nominal at Yen 36 for Middling. Indian.—Some "forward" business has been done in a few special growths such as Tinnevely and Western at Yen 29.75 to Yen 30 and Yen 28 respectively, but on the whole the market is very quiet. "Spot" remains very dull. Closing quotations are:—Broach Yen 30.50; Yeothmal Yen 25.50; Akola Khamguam Yen 24; Bengal Yen 21.50. Chinese.—Both "forward" and "spot" remain very quiet. Quotation closes at Yen 30 for best. Shirtings.—Market quiet. Cotton Goods & Fancies, Worsteds & Woollens.—A small business has been done for forward delivery during the past fortnight, but the volume falls somewhat short of previous years, and buyers are very slow in deciding, the cause no doubt being the advanced prices ruling at home and the very poor figures obtainable on this market. Metals.—Market quiet. Sugar.—Beet.—Market weaker and prices declining. Cane.—Raw.—Owing to the long continued rain the market is very quiet. With an improvement in the weather conditions a brisk demand is anticipated. Osaka Refined.—The market continues quiet with upward tendency. No auctions have taken place since 7th June. Rice.—Market stronger.

EXPORTS.

Tea.—Settlements amount to piculs 48,000 against piculs 46,000 to the same date last season. Second crop is reported to be in short supply. Fish Oil.—Market weak with downward tendency, no transactions reported. Quotations are:—Sardine Yen 8.25; Shark Yen 5.50; Whale Yen 9.50; Cod Yen 9.00. Copper.—Only a few transactions have taken place last week; London values have again declined. Rice.—Market very firm and small supplies. Cotton Yarn.—A fair business has been done. The market has recovered slightly in sympathy with the firmness in prices of American Raw Cotton. Vegetable Wax.—Market practically unchanged, but quotations slightly firmer. Matting.—No news to chronicle since last report—stocks are scarce and a good demand prevails, consequently prices have remained very firm. Straw Braid.—Small lots of new season's straw goods came to hand during the past fortnight and appear to have given satisfaction. Prices, which continued abnormally high, were well maintained by a good demand, the market closing firm with upward tendency. Chip Braid.—The demand continued strong for various descriptions, and prices have been well maintained. The extra length given in the bundles after last July, when the new 1 shaku 6 sun frame became compulsory in Guild districts for both Chip and Straw Goods, has also had the effect of advancing prices.

SILK.

The following is taken from Mr. F. C. Heffer's Report, dated Shanghai, July 25th:—Telegrams report quite markets at home and quote Gold Kiling in London at 13/9, and in Lyons at Fcs. 36.50. Raw Silk.—The market has been active during the past fortnight and some 1,200 bales of raw silks have been booked for the Continent. The market closes firm, and for Gold Kiling dealers have secured an advance of Tls. 5 per picul. Steam Filatures.—About 500 bales have been settled in fine sizes for the Continent. Hand Filatures.—Have been in request for Europe. Yellow Silks.—A considerable business has been done in Mienyangs, purchases of S. T. chop amounting to some 200 bales at Tls. 355/357 for No. 1. A firmer feeling now prevails on the market for these Silks.

OPIUM.

HONGKONG, August 2nd.

Quotations are:—Allowance net to 1 catty.

Malwa New	\$840	to	—	per picul.
Malwa Old	\$830	to	—	do.
Malwa Older	\$800	to	—	do.
Malwa Very Old	\$940	to	—	do.
Persian Fine Quality	\$650	to	—	do.
Persian Extra Fine	\$700	to	—	do.
Patna New	\$815	to	—	per chest
Patna Old		to	—	do.
Benares New	\$810	to	—	do.
Benares Old		to	—	do.

PIECE GOODS.

Messrs. Noel, Murray & Co.'s Report on the Shanghai Piece Goods Trade dated Shanghai, 25th July, 1907, states:—There is little or no change to report in our market, which continues very firm in appearance, although there is not much in actual transactions to substantiate it. There are always buyers ready to pick up bargains if there are any obtainable, but as to paying adequate prices that seems to be altogether out of the question now. The advance in sterling rates is being made the excuse for asking concessions on previous prices, quite oblivious of the fact that they were probably 10 per cent. below replacing cost then. A bad feature is the better rates of exchange that can be obtained for forward transactions than for ready. This always creates suspicion in the native mind, in which they conjure up visions of all sorts of prices to which it might soar. It is generally conceded that clearances are quite satisfactory, especially to the river markets, while Tientsin, in spite of the drought, is taking a fair quantity still. But as regards fresh business we understand there is utter stagnation, some of the leading houses saying that not a single order has been placed for the last four or five months and their heavy stocks are moving very slowly. Newchwang is likewise doing very little, though there are some signs of a revival which would doubtless develop more rapidly if there were less obstructions to the export trade. The river is the worst offender, large quantities of produce being detained on account of want of water about 300 miles above Newchwang. Some serious disturbances are breaking out in Manchuria too, fomented it is said for the purpose of discrediting Newchwang. The news of the abdication of the Emperor of Corea has caused a cessation of business with that country, all those here connected with the trade, being in a state of uncertainty as to what will happen, are sitting tight and waiting for the outcome of events. Our attention has been called to a letter in the Manchester Guardian of the 14th June on the subject of "claims and allowances on exported goods." The reply to it is so obvious that it is scarcely worth while mentioning, namely, why not avoid such claims by shipping only goods that come up to the quality and description ordered. If makers cannot exactly match a cloth-let them say so, and not accept the order and ship something that is, no matter how little different, not what was wanted. It would save a lot of worry and trouble to importers here, and we certainly consider that if the steps the writers of the letter in question suggest were adopted by all makers and finishers, as we imagine they are by most, to have all disputes settled in Manchester either whilst the goods are grey or when they are "finished," there would not be the same necessity to call upon the "young counting-house men" to adjudicate upon their export work—but even out of the mouths of babes and sucklings sometimes cometh words of wisdom! There is no change in the position of Manchester, ostensibly, but at the same time a few orders are going through for this market, through practically entirely to keep up regular chops. Liverpool has been decidedly weak during the interval, but is firmer at the close, Mid American coming 7.18d. to-day, and "futures" yesterday 6.81d. when spot was 7.11d.; Egyptian is 10½d. Advices from New York by cable report the purchases for Tientsin direct of Pepperell Dragon Drills at 23s. 7d. and Prescott Dod 3.28 yard at 11s. 10d. They could have been bought here much cheaper. Further purchases of drills are also mentioned, presumably for this market, namely Clifton 8 at 12s. 8½d. and Clifton R at 11s. 10½d. Stocks.—The Chamber of Commerce Returns of the 30th June were published yesterday. As usual they will now form the basis on which our estimated stocks will be made up. They are remarkable for the few discrepancies they show with the figures based on the returns of the 31st December last. The decrease in the figures of American Shirtings we had already anticipated. The returns for 32-inch T-Cloths show that our figures at the end of 1906 were more correct than those of the Chamber, which were returned as over 100,000 pieces less than ours, based on the June figures. Turkey Reds, perhaps, are under the real mark, and holders of that stock might with advantage look up as to whether their 60 yards pieces were returned as two. It is contended that dyed goods have been rather mixed up again, but with so many varieties that is difficult to avoid. The total comes to just 100,000 pieces more than the combined stocks of these goods published in our last. We consider the returns the most satisfactory that have been made for years.

MISCELLANEOUS EXPORTS.

Per steamer *Pelex*, sailed on 20th July, 1907. For Genoa:—200 bales canes, 50 bales cassia. For Marseilles:—20 cases essential oil. For Marseilles/Havre:—125 rolls mats. For Havre:—1,152 rolls mats, 645 bales canes. For Bordeaux:—75 cases cassia. For Liverpool:—180 bales mats and rope, 20 cases essential oil, 30 cases effects, &c., 107 bags ore.

SHARE REPORTS.

HONGKONG, 2nd August, 1907.—The week under review shows no improvement in either rates or business, the former if anything have been inclined to further weakness, and the latter, at the best, remains *in statu quo*. The firmness of sterling exchange is still a considerable factor in the non improvement of our local stocks, but not the only one, and although the return given by most stocks is enticing to investors, no any great marked improvement can reasonably be expected until general business improves. Exchange on London 2/2 1/4 demand, on Shanghai 73 T/F.

BANKS.—Hongkong and Shanghai have changed hands at 68 1/2 ex new, and at 52 1/4 and 520 for the new issue, the market closing rather weaker with sellers of the former at 68 1/2 and of the latter at 520. London has improved to 281. Nationals remain unchanged.

MARINE INSURANCES.—Unions remain very steady and a demand at 77 1/2 has only brought a few shares on the market, which were placed without difficulty; other stocks under this heading remain unchanged and without business.

FI E INSURANCES.—The market remains unchanged and without any business to report.

SHIPPING.—Hongkong, Canton and Macao have found small buyers at 29 1/4, but sellers have ruled the market during the week, and continue to do so at the close. A few Shells have changed hands at 46/6, and 47/- but the market closes without any activity, although no shares are on offer, and any improvement on the London market would immediately send the local rate up. The latest London rate is 48/- sellers. We have nothing further to report under this heading.

REFINERIES.—China Sugars have been in some demand during the week at 100, and some small sales are reported at that rate, and also at 101 and 102. The market closes steady at the latter rate. Luzons remain utterly neglected.

MINING.—With the exception of Raub, which have receded to 5 1/4 with sellers and no sales, we have nothing to report under this heading.

LANDS, HOTELS AND BUILDINGS.—With sellers of Hongkong Lands and no immediate buyers, the rate has fallen to 99 without sales. Kowloon Lands have been placed at 37, and Humphreys at the reduced rate of 1 1/2. Hotels remained weak during the early part of the week at 118, and at time of closing have declined to 113 with sellers, owing to the unfortunate collapse of a part of the old building. West Points continue neglected and without business.

DOCKS, WHARVES AND GODOWNS.—Hongkong and Whampoa Docks have changed hands during the week at 102, 10, and later at 100, the market closing with buyers at the last rate. The Company announces, subject to audit, and the approval of the shareholders, a dividend for the half year ended 30th June, of 4 per cent, the placing of \$100,000 to Special Reserve Fund, and the carrying forward of about \$490,000 to new account. Kowloon Wharves have ruled rather weaker and close at \$75 ex the dividend of \$2 paid on the 31st ult. Shanghai Docks, after a small local demand for the settlement at 76 1/2, have declined both here and in Shanghai to 72, with sellers, ex dividend.

COTTON MILLS.—Ewos have declined half point to 64, while Internationals have risen to 53, and Laou Kung Mows to 95. Hongkong remains unchanged and without business at 11.

MISCELLANEOUS.—China Borneos have been placed during the week at 930, China Providents at 8,90, Water Boats at 124, and Waters at 11, the market closing with sellers at these rates except for Waters which are in demand at 11. Ropes are still enquired for at 22 1/2, without bringing any shares on the market. This Company has declared an interim dividend of 80 cents per share. China Lights, Laundries, China Providents, and Powells are all on offer at quotations. We have nothing further to report under this heading.

Quotations are as follows:—

COMPANY.	PAID UP.	QUOTATIONS.
Alhambra	\$200	\$120
Banks—		
Hongkong & Shanghai	\$125	\$680, x.n.i. sel. \$520, sellers - (£15 p'd up) Ln. 281. Ln. 60, n. i., (£15, paid up)
National B. of China	26	\$51
Bell's Asbestos E. A.	12s. 6d.	\$6 1/2, x.d.
China-Borneo Co.	\$12	\$9 1/2
China Light & P. Co.	\$10	\$5
China Provident	\$10	\$8.90, sellers
Cotton Mills—		
Ewo	Tls. 50	Tls. 64
Hongkong	\$10	\$11
International	Tls. 75	Tls. 53
Laou Kung Mow	Tls. 100	Tls. 95
Soychee	Tls. 500	Tls. 320
Dairy Farm	\$6	\$15, buyers
Docks & Wharves—		
H. & K. Wharf & G.	\$50	\$75, x.d., sellers
H. & W. Dock	\$50	\$100, buyers
New Amoy Dock	\$6 1/2	\$11 1/2, sellers
Shanghai Dock and Eng. Co., Ltd.	Tls. 100	Tls. 72, x.d., buy.
S'hai & H. Wharf	Tls. 100	Tls. 227
Fenwick & Co., Geo.	\$25	\$17 1/2, sellers
G. Island Cement	\$10	\$10 1/2, buyers
Hongkong & C. Gas	210	\$175, buyers
Hongkong Electric	\$10	\$14 1/2, sellers
Hongkong Hotel Co.	\$50	\$113, sellers
Hongkong Ice Co.	\$25	\$24 1/2, x.d., sellers
Hongkong Rope Co.	\$10	\$22 1/2, buyers
Insurances—		
Canton	\$50	\$270
China Fire	\$20	\$88, sellers
China Traders	\$25	\$90, buyers
Hongkong Fire	\$50	\$320, sellers
North China	25	Tls. 75, buyers
Union	\$100	\$775, sales
Yangtze	\$80	\$180, sellers
Land and Buildings—		
H'kong Land Invest.	\$100	\$99, sellers
Humphrey's Estate	\$10	\$10 1/2, sales & sel.
Kowloon Land & B.	\$30	\$37, sales & sel.
Shanghai Land	Tls. 50	Tls. 101
West Point Building	\$50	\$48, x.d.
Mining—		
Charbonnages	Fcs. 250	\$480, buyers
Raub	18/10	\$5 1/2, sellers
Peak Tramways	\$10	\$10 1/2, x. new
Philippine Co.	\$10	\$11, (new)
Refineries—		
China Sugar	\$100	\$100
Luzon Sugar	\$100	\$21, sellers
Steamship Companies		
China and Manila	\$25	\$15
Douglas Steamship	\$50	\$41
H. Canton & M.	\$15	\$29 1/2, sales & sel.
Indo-China S.N. Co.	25	\$30 1/2, Prefd \$28 1/2, Defd.
Shell Transport Co.	21	47/-
Star Ferry	\$10	\$25, sellers
Do. New	\$5	\$14, sellers
South China M. Post.	\$25	\$22
Steam Laundry Co.	\$5	\$7 sellers
Stores & Dispensaries		
Campbell, M. & Co.	\$10	\$20, sellers
Powell & Co., Wm.	\$10	\$8, sellers
Watkins	\$10	\$2 1/2
Watson & Co., A. S.	\$10	\$11 sales & buyers
United Asbestos	\$4	\$10 1/2, buyers
Do. Founders	\$10	\$150
Union Waterboat Co.	\$10	\$12 1/2, sales

VERNON & SMYTH, Brokers.

Messrs. J. P. Bisset & Co.'s Share Report for the week ending July 25th, 1907, states:—There has been a satisfactory volume of business put through during the week, and we have to record a substantial advance in the price of Maatschappij, etc., in Langkats, although in this stock few shares have actually changed hands. The declaration of an interim dividend of Tls. 8 on the Shanghai and Hongkew Wharf Shares also had a beneficial effect on the market. The T. T. rate on London to-day is 3/0 1/2. Banks.—Hongkong & Shanghai Banks.—A few sales of small

lots have taken place at \$690 for the old shares, and we quote the new issue at \$520 nominal. Insurance.—North-Chinas have been dealt in at \$72 1/2. Yangtze Insurance. Sellers at \$180 prevail. Shipping.—Indo-China S. N. Co. Without any business recorded; an advance has taken place and we quote preference shares at Tls. 30 and the deferred Tls. 24. Shanghai Tug & Lighter Co. There are buyers of both ordinary and preference shares at Tls. 49. Docks and Wharves.—Shanghai Dock & Engineering Co. The market remains quiet at Tls. 74 for July, and Tls. 74 1/2 for December, with buyers at the latter figure. Shanghai & Hongkew Wharf Co. Considerable business has been done in this stock. The market opened on the 18th with sales at Tls. 228 September, and on the 19th a slight weakness prevailed and shares were placed at Tls. 227 1/2 September with a transaction at Tls. 222 1/2 July. On the 22nd the market still remained flat and transactions are recorded at Tls. 227 for September and Tls. 230 for October. Immediately the dividend was announced the market quickly strengthened with buyers at Tls. 228 for cash and Tls. 232 1/2 for September. Subsequently a fair number of shares were dealt in at Tls. 229 July and Tls. 235 for September. We quote the market at closing as Tls. 229 July and sellers at Tls. 234 for September. Sugars. Mining and Lands.—No business reported this week. Industrial.—Ewo Cottons. These have been very strong all the week and close with buyers at Tls. 65 cash and Tls. 67 1/2 for September. Internationals are wanted at Tls. 53 for cash and Tls. 56 December. Laou Kung Mows have been in demand also at Tls. 92 1/2 for cash and Tls. 97 1/2 for September. Soy Chees. Some shares are on the market at Tls. 320. Shanghai Gas Co. Some shares are wanted at Tls. 106 1/2. Shanghai Ice have buyers at Tls. 12 1/2. Maatschappij, etc., in Langkats. These shares have been in great demand. The market opened on the 18th at Tls. 297 1/2. No shares were forthcoming and after Tls. 300 had been recorded buyers still prevailed and carried the rate to Tls. 305. Subsequently a strong demand still further enhanced the values, and at the close we quote Tls. 310 for cash, and for December sellers at Tls. 327 1/2. Shanghai Sumatra Tobacco. Shares have been dealt in at Tls. 120 for cash. Miscellaneous.—Hall & Holtz remain at \$21 1/2. S. Moutrie & Co. There are sellers at \$45. Weeks & Co. still have buyers at \$20 1/2. Astor House Hotel Shares have dropped and are on offer at Tls. 26. Shanghai Horse Bazaars. Some shares are on the market at Tls. 42 1/2. Shanghai Mutual Telephone Co. have suffered a further and very heavy decline, and the market closes at Tls. 50.

EXCHANGE.

SATURDAY, August 3rd.

ON LONDON.—	
Telegraphic Transfer	2/3
Bank Bills, on demand	2/3 1/2
Bank Bills, at 30 days' sight	2/3 1/2
Bank Bills at 4 months' sight	2/3 1/2
Credits, at 4 months' sight	2/3 1/2
Documentary Bills, 4 months' sight	2/3 1/2
ON PARIS.—	
Bank Bills, on demand	283 1/2
Credits 4 months' sight	288 1/2
ON GERMANY.—	
On demand	230 1/2
ON NEW YORK.—	
Bank Bills, on demand	5 1/2
Credits, 60 days' sight	5 1/2
ON BOMBAY.—	
Telegraphic Transfer	168
Bank, on demand	168 1/2
ON CALCUTTA.—	
Telegraphic Transfer	168
Bank on demand	168 1/2
ON SHANGHAI.—	
Bank, at sight	73
Private, 30 days' sight	73 1/2
ON YOKOHAMA.—	
On demand	110
ON MANILA.—	
On demand	110 1/2
ON SINGAPORE.—	
On demand	4 p.c. pm.
ON BATAVIA.—	
On demand	135 1/2
ON HAIPHONG.—	
On demand	4 1/2 p.c. pm.
ON SAIGON.—	
On demand	4 p.c. pm.
ON BANGKOK.—	
On demand	67 1/2
SOVEREIGNS, Bank's Buying Rate	\$ 8.80
GOLD LEAF, 100 fine, per tael	\$46.90
BAR SILVER, per oz	\$24

SUBSIDIARY COINS.

		5th.
	per cent.	
Chinese	20 cents pieces	\$3.44 discount.
"	10 "	9.50 "
Hongkong	20 "	8.25 "
"	10 "	8.40 "

TONNAGE.

HONGKONG, 26th July.—There is more demand for tonnage from Saigon to Hongkong, 17½ cents being last rate paid; to Philippines, several boats have been closed at 23 cents, 25 and 26 cents per picul respectively; to North Coast Java, 20 cents. From North Coast Java to Hongkong, no demand. From Newchwang to Canton, no steamers wanted. From Pulo Laut to Koh-si-chang, a handy sized boat has been closed for 4 trips, at \$3.00 per ton, with option of Singapore, at \$2.75; a large carrier got \$2.00 per ton for Singapore. Coal freights are weak. From South Japan coal port to Hongkong, \$1.60; to Swatow, \$1.90; to Canton, \$2.40. From Hongay to Hongkong, \$1.30; Swatow, \$1.50. The following are the settlements:—

Standard—Norwegian steamer, 8,911 tons, Wakamatzu to Canton, \$2.50 per ton.

Ragnar—Norwegian steamer, 1,220 tons, Kebao to Sba ghai, \$1.95 per ton.

Amara—British steamer, 1,566 tons, Hongay to Amoy, \$1.90 per ton.

Mortlake—British steamer, 1,737 tons, Pulo Laut to Singapore, \$2.00 per ton.

Loyal—German steamer, 1,237 tons, 4 trips Pulo Laut to Koh-si-chang, \$3.00 per ton.

Fri—Norwegian steamer, 859 tons, Saigon to 1 port Philippines, 23 cents per picul.

Spir—Norwegian steamer, 870 tons, Saigon to 1 port Philippines (25,000), 25 cents per picul.

Progress—German steamer, 799 tons, Saigon to 1 port Philippines, 26 cents per picul.

Skramstad—Norwegian steamer, 880 tons, Saigon to Hongkong, 14 cents per picul.

Solslad—Norwegian steamer, 897 tons, Saigon to Hongkong, 14 cents per picul.

Laertes—British steamer, 1,514 tons, Saigon to Hongkong, 14 cents per picul.

An Indo China S. N. Co's steamer, Saigon to Hongkong, 14 cents per picul.

Nanshan—British steamer, 1,290 tons, Saigon to Hongkong, 15 cents per picul.

Ses a—German steamer, 992 tons, Saigon to Hongkong, 16½ cents per picul.

Tingsang—British steamer, 1,045 tons, Saigon to Hongkong, 17 cents per picul.

Beimdal—Norwegian steamer, 761 tons, Saigon to Hongkong, 17 cents per picul.

Solstad—Norwegian steamer, 897 tons, Saigon to Hongkong, 17½ cents per picul.

Skramstad—Norwegian steamer, 860 tons, Saigon to Hongkong, 17½ cents per picul.

SHIPPING.

ARRIVALS AND DEPARTURES SINCE LAST MAIL.

July—

ARRIVALS.

27, Dakota, Brit. str., from San Francisco.
27, Fansang, British str., from Saigon.
27, Feiching, Chinese str., from Shanghai.
27, Fooching, British str., from Moji.
27, Hongkong Maru, from San Francisco.
27, Hupeh, British str., from Hoihow.
27, Itsukushima Maru, Jap. str., from Moji.
27, Kwongsang, British str., from Shanghai.
27, Michael Jensen, Ger. str., from Haiphong.
27, Onsang, British str., from Pulo Laut.
27, Signal, German str., from Hoihow.
27, Tingsang, British str., from Hongay.
27, Yaroslavl Russian str., from Singapore.
28, Choising, German str., from Bangkok.
28, Chowtai, German str., from Bangkok.
28, E. of Japan, British str., from Vancouver.
28, Fooksang, British str., from Calcutta.
28, Gleneek, British str., from Moji.
28, Hallan, French str., from Hoihow.
28, Heliopolis, British str., from Durban.
28, Machaon, British str., from Yokohama.
28, Marcellus, German str., from Singapore.
28, Progress, Nor. str., from Sandakan.
28, Samsen, German str., from Bangkok.
28, Taiwan, British str., from Saigon.
28, Tjikini, Dutch str., from Amoy.
28, Tosa Maru, Japanese str., from Shanghai.
28, Triumph, German str., from Haiphong.
28, Wik, German str., from Hamburg.
28, Yatorofu Maru, Jap. str., from Moji.
29, Hue, French str., from K. C. Wan.
29, L. Scheiff, German str., from Wakamatsu.
29, Nikkai Maru, Japanese str., from Hongay.
29, Pheumpenh, British str., from Saigon.
29, Proteus, Norwegian str., from Bangkok.
29, P. R. Luitpold, Ger. str., from Singapore.
29, Verona, German str., from Shanghai.
29, Yoochow, British str., from Shanghai.
30, Chingta, British str., from Yokohama.
30, Habsburg, German str., from Hamburg.
30, Haitan, British str., from Coast Ports.
30, Heim, Norwegian str., from Bangkok.

30, Hiroshima Maru, Jap. str., from Singapore.
30, Hongkong, French str., from Haiphong.
30, Hunan, British str., from Shanghai.
30, Kaifong, British str., from Iloilo.
30, Kowloon, German str., from Moji.
30, Kwangtah, Chinese str., from Shanghai.
30, Loongsang, British str., from Manila.
30, Mathilde, German str., from Swatow.
30, Prinz Ludwig, Ger. str., from Yokohama.
30, Seiko Maru, Jap. str., from Foochow.
30, Skrumstad, Norwegian str., from Saigon.
30, Waishing, British str., from Moji.
30, Zafiro, British str., from Manila.
31, Calchas, British str., from Singapore.
31, Harbart, British str., from Melbourne.
31, Keong Wai, German str., from Bangkok.
31, Masan Maru, Jap. str., from Tamsui.
31, Nyanza, British str., from Yokohama.
31, Telemachus, British str., from Saigon.
31, Tencer, British str., from Singapore.

August—

1, Cheongshing, British str., from Chefoo.
1, Hong Moh, British str., from Singapore.
1, Palma, British str., from London.
1, Singan, British str., from Haiphong.
1, Solstad, Norwegian str., from Saigon.

July—

DEPARTURES.

27, C. Diederichsen, Ger. str., for Haiphong.
27, Chihli, British str., for Haiphong.
27, Chunsang, British str., for Saigon.
27, Coquet, British str., for Moji.
27, Delta, British str., for Europe, &c.
27, Drufar, Norwegian str., for Swatow.
27, Empire, British str., for Manila.
27, Ghazee, British str., for Shanghai.
27, Gregory Appear, Brit. str., for Singapore.
27, Hoihow, British str., for Hongay.
27, Kawachi Maru, Jap. str., for Kobe.
27, Linan, British str., for Chinking.
27, Loosok, German str., for Swatow.
27, Meefoo, Chinese str., for Shanghai.
27, Persia, British str., for San Francisco.
27, Quinta, German str., for Amoy.
27, Rubi, British str., for Manila.
27, Spir, Norwegian str., for Saigon.
27, Yado Maru, Japanese str., for Moji.
28, Bourbon, French str., for Saigon.
28, Fausang, British str., for Shanghai.
28, Forest Dale, British str., for Sourabaya.
28, Hangsang, British str., for Swatow.
28, Joshin Maru, Japanese str., for Swatow.
28, Kiyo Maru, Japanese str., for Kobe.
28, Monmouthshire, Brit. str., for Shanghai.
28, P. Waldemar, Ger. str., for Yokohama.
28, Yatsing, British str., for Moji.
29, Haiching, British str., for Swatow.
29, Heliopolis, British str., for Chefoo.
29, Magallas, American str., for Saigon.
30, Horneo, German str., for Kudat.
30, Hailan, French str., for Hoihow.
30, Heimdal, Norwegian str., for Saigon.
30, Kiang Ching, Chinese str., for Haiphong.
30, Lightning, British str., for Singapore.
30, Marcellus, German str., for Shanghai.
30, P. R. Luitpold, Ger. str., for Shanghai.
30, Signal, German str., for Swatow.
30, Taming, British str., for Manila.
30, Wik, German str., for Shanghai.
31, Chowfa, German str., for Swatow.
31, Habsburg, German str., for Shanghai.
31, Hue, French str., for K. C. Wan.
31, Hupeh, British str., for Hoihow.
31, Machaon, British str., for Singapore.
31, Prinz Ludwig, Ger. str., for Europe, &c.
31, Sexta, German str., for Saigon.
31, Taishun, Chinese str., for Shanghai.
31, Taiyuan, British str., for Yokohama.
31, Triumph, German str., for Haiphong.

August—

1, Calchas, British str., for Shanghai.
1, E. of India, Brit. str., for Vancouver.
1, Haitan, British str., for Swatow.
1, Hiroshima Maru, Jap. str., for Shanghai.
1, Hongkong, French str., for Haiphong.
1, Kueichow, British str., for Swatow.
1, Kwongsang, British str., for Swatow.
1, Mathilde, German str., for Hoihow.
1, Minnesota, American str., for Seattle, &c.
1, Nyanza, British str., for Singapore.
1, Pheumpenh, British str., for Saigon.
1, Seiko Maru, Japanese str., for Swatow.
1, Taishan, British str., for Swatow.
1, Taiwan, British str., for Saigon.
1, Tingsang, British str., for Saigon.
1, Verona, German str., for New York.
1, Yaroslavl, Russian str., for Nagasaki.

PASSENGERS.

ARRIVED.

Per *P. R. Luitpold*, for Hongkong, from Naples, Mr. F. Wandras; from Genoa, Messrs. Walter Töhl, H. Sieling, Y. Talambiras and J. C. Brimo; from Hamburg, Mr. Nils Jacobson; from Southampton, Messrs. Charles Unwin and T. H. Dillon and infant; from Singapore, Mr. and Mrs. Ellis, Capt. J. J. Mills, Rev. L. Sparrini, Messrs. W. A. Dowley, J. E. Schilling, W. M. Browell and S. Newman.

Per *Prinz Ludwig*, for Hongkong, from Yokohama, Mr. and Mrs. King, and Mr. N. W. Carwaker; from Nagasaki, Messrs. N. Kayano and J. Arthur; from Shanghai, Mrs. Young and amah, Mrs. Almeida and children, Mrs. Ohira and child, Miss Rangel, Inspector Krebs, Messrs. A. Rombach, Monteith, Richardson and servant, J. Homson, Schuhmann, Treptau, Shelmi, Stephano and Calafati; from Foochow, Mr. C. A. Ding.

Per *Hongkong Maru*, for Hongkong, from San Francisco, Mrs. George T. de Colmesnil, Mrs. Charles A. Stephens, Miss Grace Baily, Miss Francis F. Cooley, Miss Winnie Dunlay, Miss Eugenie Fuller, Messrs. Gordon Canaga, James W. Carrell, Hugh A. Feeley, Mahler C. Swan, Martin G. Fnerhak, David Gibbs, Auguste Gonzales, Geoffrey W. Mays and T. Raymond Palmer; from Shanghai, Mr. and Mrs. Max Feist, Miss L. Abram, Messrs. George Bow, W. E. Abram and A. S. Bernheimer.

Per *Empress of Japan*, for Hongkong, from Vancouver, Mr. and Mrs. J. R. Miller, Mr. and Mrs. W. Bacon, Rev. and Mrs. H. B. Mansell, Miss H. M. Brackenbury, Miss M. Stuart, Sir Frederick and Lady Lugard, Dr. J. W. Kew, Revs. J. Alfonso, S. Vives, J. Burniol, W. McDonough, J. J. Daly and P. Lisbona, Messrs. H. L. Bodwell, C. J. Donnell, R. E. Danie's, D. W. Towne, C. H. W. Kew, G. L. Wooster, C. B. Graves, E. Bowditch, Jr., B. Brown, B. W. Nuttall, Rees Davies, F. Unson, G. M. Way and S. S. Rees; from Yokohama, Major and Mrs. Anowsmith, Messrs. J. C. Ward, W. M. Cumming, G. D. Turner, and Dr. W. T. Turner; from Kobe, Hon. E. A. Hewett, and Mr. A. Bane; from Nagasaki, Messrs. A. E. Palmer and K. Uyemura.

DEPARTED.

Per *P. R. Luitpold*, from Hongkong, for Shanghai, Mrs. and Miss Maria Marques da Silva, Miss Pereira, Messrs. W. Shewan, W. A. Keay and Schranun; for Nagasaki, Mrs. W. E. Parker and son, Messrs. Mitsun and Sakai; for Kobe, Mr. and Mrs. W. G. Humphreys, and Mr. Kunze; for Yokohama, Messrs. Ad. Rahe, E. Horn, Simmonds and McDowell.

Per *Prinz Ludwig*, from Hongkong, for Bremen, &c., Mr. and Miss Abrams, Mr. and Mrs. F. Bode Cox, Mr. and Mrs. J. Boeck & children, Mr. and Mrs. Bacon, Mr. and Mrs. E. Fischer and child, Mr. and Mrs. G. de Jough, Mr. and Mrs. Kreiss, Mr. and Mrs. Meyer and child, Mr. and Mrs. O. R. A. Michelson, Mr. and Mrs. J. A. Martin and children, Mr. and Mrs. M. Nacht & children, Mr. and Mrs. F. S. Nash, Mr. and Mrs. G. F. W. Paris, Mr. and Mrs. Pesio, Mr. and Mrs. H. W. Roell and children, Mr. and Mrs. von Rücker, 3 children and servant, Mr. and Mrs. Carl Schröder, Mr. and Mrs. C. Siegmund and child, Mr. and Mrs. Samuel Mr. and Mrs. Wagner and child, Rev. and Mrs. H. B. Mansell, Mrs. and Miss Peters, Mrs. H. D. Colville, Mrs. J. Hatsutori, Mrs. J. H. Martin, Capt. J. H. Brunschild, Capt. J. S. Manning, Dr. K. Hirayama, Dr. T. Nakasawa, Dr. M. Nagayo, Lieut. v. Brüning, Lieut. Normann E. Cook, Lieut. v. de Decken, Lieut. Freiberger v. Pentz, Major F. S. Hutton, Bishop C. H. Brent, Director F. C. Schouten, Messrs. Adelmann, L. van der Ben, A. K. Berkhout, C. Budde, G. Brupbacher, P. H. Coramit, J. van Eerde, S. Furumi, F. Grünberg, J. T. Hagemeier, G. Hazenberg, E. Hoerle, A. Jäger, Jessen, children and servant, H. Jacobs, A. Koller, K. A. Kork, J. Lohmann, Leo, C. Lindboom, R. Lorika, A. M. Murfin, Geo. B. Marrie, Nielsen, C. E. Nathorat, Nai Pharot, Hauptmann Freiherr von Raack, Adolf Geo. Ringhardt and family, J. L. Simon, L. H. Shipley, Schaper, W. H. Scharr, Schaeboefer, H. Schlitter, R. Scherer, Mark Skott, H. Tsuruda, Vra Vicharn and Louis Vogeler.

Printed and published by BARTHAM AUGUSTUS HAZEL, for the Concurrence, at 10A, Des Voeux Road Central, City of Victoria, Hongkong. London Office 131, Fleet Street, E.C.